

PART I - SECTION B
SUPPLIES/SERVICES & PRICE/COST

This is an Time and Material Contract. The Contractor will furnish and make available the entire necessary professional, management, and administrative services to accomplish the requirements set forth in Section C, Statement of Work.

I. BASE PERIOD SERVICES

Task 1

LABOR	HOURS	RATE	TOTAL
Principal	4		
Principal Consultant			
Principal Associate			
Senior Associate	4		
Associate	24		
Travel/ODC			
Total Cost			<input type="text"/>

Task 2

LABOR	HOURS	RATE	TOTAL
Principal	40		
Principal Consultant			
Principal Associate			
Senior Associate	40		
Associate	112		
Travel/ODC			
Total Cost			<input type="text"/>

Task 3

LABOR	HOURS	RATE	TOTAL
Principal	4		
Principal Consultant			
Principal Associate			
Senior Associate	4		
Associate	24		
Travel/ODC			
Total Cost			<input type="text"/>

Task Order 4

LABOR	HOURS	RATE	TOTAL
Principal	4		
Principal Consultant			
Principal Associate			
Senior Associate	4		
Associate	32		
Travel/ODC			
Total Cost			<input type="text"/>

The minimum value of this contract shall be \$50,000; however, this contract shall not exceed \$1,000,000.00 in total value.

PART I - SECTION C

SCOPE OF WORK

Background

The FAA was given authorization to issue Letters of Intent (LOI) pursuant to the 1987 amendments to the Airport and Airway Improvement Act of 1982. FAA policy was issued in 1994, and updated in November, 2006, by amending FAA Order 5100.38C (AIP Handbook) effective June 28, 2005, and replacing Chapter 10, Section 8 ("Letters of Intent") and Appendix 29 (Finance Template for LOI Applicants").

LOIs are issued for airport development projects that preserve or enhance capacity but are limited to primary or reliever airports. In an LOI, the FAA announces its intent to obligate AIP funds and issue grants to an airport sponsor to help finance significant capacity enhancing projects. Benefits from LOIs include the following:

- **Expedite construction.** Expedite the construction of capacity-enhancing airport projects and preserve eligibility for projects which start before grant funds would be available. An airport sponsor may proceed, following LOI approval, with a project without waiting for an Airport Improvement Program (AIP) grant and is assured that all allowable costs related to the approved project remain eligible for reimbursement.
- **Facilitate long-term financial planning.** The FAA has the ability to spread LOI payments over many years, which enables more capacity enhancement projects to proceed and provides the capability to finance large-scale airport projects.
- **Improve financing capability.** A sponsor who has received an LOI may receive more favorable financing to pay related costs on the basis of announced federal support for the project. The sponsor's ability to obtain additional sources of financing for capacity enhancing airport development projects aids in FAA's objective which is to provide minimal AIP assistance necessary to fund the project. Meeting this objective results in FAA being able to fund more projects.
- **Allow more capacity projects to be approved in a fiscal year.** Because LOIs provide for reimbursement, the FAA is not limited to the current fiscal year appropriation. The FAA may approve an LOI in a fiscal year, allowing construction to begin, yet, reimbursement may not be scheduled to start until one or more years following approval.
- **Allow airport sponsors to enter into less contracts.** Because LOIs secure the eligibility of the work and provide for reimbursement, the airport sponsor would be able to enter into fewer contract (than if the construction were phased, for example), thereby reducing project management burden and associated costs.

FAA's 2006 policy clarified the sponsor's submission requirements, FAA policies, and FAA's evaluation criteria. Even though FAA clarified some of their evaluation criteria, FAA still lacks a systematic evaluation process that would help establish LOI funding amounts.

Policy Issues

Airports have several potential sources of funds for investment in airport development projects including airport bond sales, passenger facility charges, airport reserves, and grants from the federal, state, and local governments. An airport's ability to rely on these various sources of funds depends on many factors including its size, its financial strength, its origin and destination (O&D) mix of operations, a project's eligibility, and so on.

In selecting a project for a LOI, the FAA focuses on the following three considerations:

- (1) the effect the project will have on the overall national air transportation system capacity¹;

¹ In 2000, AIP legislation was revised to require only large and medium hub airports to meet the provision for significant systemwide capacity enhancement.

- (2) the project benefit and cost;
- (3) **the financial commitment from non-United States Government sources to preserve or enhance airport capacity;**

FAA has historically considered the sponsor's financial commitment (consideration #3 above) to be that commitment which minimizes the reliance of AIP assistance necessary to fund the project. The LOI efficiency of the investment can be measured by comparing the federal investment (requested AIP funds) against the total costs of the project. Furthermore, a comparison of the federal discretionary amounts measured against the total costs of the project is even more important since all airports compete for limited discretionary funds. In theory, the calculations of (AIP funds)/(total costs) that result in lower scores suggest that the LOI program is being used more efficiently and, thereby, is able to reach more capacity enhancing projects.

FAA's review must also establish that the sponsor's financial plan has sufficient non-U.S. government financial resources available for the project. Here is where an analysis can become very complex. FAA intends to make the LOI program available to as many applicants as possible (limit AIP for each proposal) yet needs to ensure that the airport can meet its financial obligations based on the non-AIP funding pledges.

In making the determination above, FAA recognizes that, in general, larger airports have a better financial condition and a better ability to finance additional investment than smaller airports. Sources of revenues come from terminal rents, landing fees, parking fees, and concessions. Because of these revenue sources, large and medium hub airports are able to fund most of their capital needs themselves and rely on AIP grants for only 14 percent of their total funding. Smaller airports receive much less revenue from activities associated with serving airlines and passengers, therefore, rely on AIP grants for 64 percent of their total development funding needs.² Therefore, AIP grants play a lesser role in financing larger airports than they do in financing smaller ones.

With due consideration to the above discussion, sponsors have repeatedly asked the FAA for additional guidance with respect to federal funding requests during the LOI application process. In the updated LOI guidance (Nov. 2006), FAA directed sponsors to FAA's website that included historic LOI awards. Here, a sponsor could review comparable airports and projects and be aware of reasonable federal investment awards. Despite this guidance, sponsors have submitted LOI applications requesting the full (or close to full) maximum federal participation rates (95% for small hub and non hub airports and 75% for large and medium hub airports). The LOI program was never intended to provide full maximum federal funding. Rather, it is an innovative finance program intended to match available federal funds with leveraged local financing dollars at a rate where the sponsor assumes more risk.

FAA's website includes data on all the LOI awards approved since the program's inception (1987). But in 1994, due to then-current and projected declines in AIP funding and obligations imposed by payment streams of existing LOIs, a moratorium was placed on the issuance of LOIs in fiscal years 1995 and 1996 by the FAA. The LOI program started up again in 1997 but under more conservative LOI budgetary requirements in awarding future LOIs. Since 1997, the FAA has awarded LOIs to 39 sponsors. Combined entitlement and discretionary investments have ranged from 13 percent to 90 percent of the total project cost. Average total investment percentages and discretionary-only investment percentages are provided in Table 1 below:

Table 1: LOI Investments

Airport Category	Total Federal Rate (Average %)	Total Discretionary Rate (Average %)
Large	29	21
Medium	41	31
Small	75	49
Non	67	58

² GAO-07-885, Observations on Planned Airport Development Costs and Funding Levels and the Administration's Proposed Changes in the Airport Improvement Program, pg. 10, June 2007.

As noted in Table 1, it should be no surprise that the FAA's LOI investment levels rises or falls depending on the airports size and its ability to finance its share of the project. What is not apparent is the methodological approach in arriving at these federal funding decisions for large scale development.

Task I. Establish Maximum LOI Funding Rates

FAA Responsibilities

FAA has developed a graph that places a cap on the amount of total federal AIP funding that can be sought in an LOI (see **Attachment A**). FAA's graph is based on:

- A maximum cap of 85 percent of the total project costs for the smallest airports
- Maximum FAA funding levels should be curved downward (from a higher percentage to a lower percentage) to reflect an airport's ability to finance projects based on enplanement levels.
- Consideration for historic LOI funding awards

Contractor Tasks

1. Contractor will assess FAA's graph and recommend enhancements to its baseline criteria
2. Contractor will provide enhancements to graph so that it can be updated on an annual basis

Task II. Establish Maximum LOI Discretionary Funding Rates and Development of Metrics to be Used in LOI Discretionary Funding Decisions

FAA Role and Responsibilities

FAA's 2006 policy did not specifically address FAA's expectations with respect to the reasonableness of the sponsor's discretionary LOI request (other than pointing to the historical LOI awards). It is FAA's intent to select financially sound projects for LOI approval in a manner that leverages federal AIP discretionary funds to the maximum extent feasible, consistent with rational investment decision making. FAA recognizes the difficulty in making these types of decisions that balance the goals of LOI efficiency with the identification of the minimal needs of an airport sponsor. Historically, FAA has made discretionary funding decisions on a case-by-case basis using some or all of the following factors:

- **LOI budget availability.** FAA projects a 10 year LOI budget that takes into consideration projected AIP discretionary set-asides, current LOI awards, and potential future LOI applicants (See **Attachment B**).
- **Historic LOI discretionary awards.** FAA considered previous LOI awards of similar projects at similar sized airports (See **Attachment C**).
- **Historic LOI discretionary funding (LOI curves) for large runway projects.** FAA reviewed previous LOI approvals for runway projects at large and medium hub airports. FAA set up a graph (FAA discretionary participation levels vs. total project costs) that assisted FAA in determining a comparable investment percentage for new applicants (see **Attachment D**).
- **Pledges of Entitlements.** FAA considered the sponsor's willingness to pledge entitlement funds (both passenger and cargo) and for the life of the project.
- **Passenger Facility Charge commitment.** While the FAA cannot require an airport sponsor to collect PFC's in order to receive a LOI, we certainly should be able to interpret the willingness of an airport sponsor to collect PFC's as an indication of their financial commitment to the project.
- **Historic use of entitlement funding.** FAA considered whether a sponsor has used entitlement funds for high priority capacity and safety related development vs. lower priority development so that they may receive discretionary funds for other higher priority development.
- **Historic discretionary funding.** FAA set up a graph (FAA historic discretionary awards vs. total enplanements) that assisted FAA in determining whether a sponsor had historically received average discretionary funding assistance (See **Attachment E**)

- **Other Federal, State or local contributions.** FAA considered the sponsor's role in actively pursuing funding from other federal/state/local sources for the proposal or for items of development which complement or are integral to the proposed development.
- **Airport debt financing.** FAA considered whether the sponsor intends to sell bonds for the proposed development so that the sponsor can contract the entire project and proceed to accomplish the work quicker.

FAA proposes to use the above factors as well as other factors/data/metrics that are publicly available and can be compiled fairly easily that would assist in the LOI decision making process.

For one of the FY 2007 applicants, FAA listed various criteria and gave each of the criteria a ranking to assist in the LOI funding decision (see **Attachment F**). We see this as being a starting point in designing a new systematic process. FAA proposes a process in which certain variables are identified at the outset and then each would be evaluated under a tiered (or weighted) valuation method. The results would then be used to help FAA understand the airport's current financial status and impacts and risks of potential funding scenarios. They would be used to compare competing applicants and assist the FAA in the LOI decision making process. Review factors could be assembled based on airport statistics, sponsor actions, and results of analyses. Criteria may include the following:

Airport statistics

- Airport included in operation evolution plan (OEP)
- Origin-Destination Data. Airport serves [small/medium/large] Origin -Destination base. Is there an available public source for O-D data? Is there a public source for connecting passenger hub data?
- Enplanement levels and passenger growth (historic/projected).
- Historical discretionary awards

Sponsor Actions

- Pledging of Entitlements
- PFC contributions
- Private source (e.g., airline) financing especially if certain users would benefit most from the project
- Bond financing to expedite construction
- Consideration of financing costs in evaluation of total costs
- Airport's financial strength (operating ratio, debt ratio, funding reserves, etc... Can we use airport financial reports filed through FAA Compliance Activity Tracking System (CATS) database?)
- Analyses from municipal bond rating agencies, bond insurers, institutional investors, and airlines
- Operational efficiency – cost per enplanement impacts :
 - What base-line year should be used?
 - What data source (airport bond documents, DOT sources)?
 - Is CPE increase under various scenarios realistic in airline industry
 - New LOI guidance states that we do not use projected CPE as a comparison to other airports (only pre versus post project comparisons)
- Sponsor issuance of debt impacts to bond capital and interest costs
 - Type and cost of borrowed money for LOI amount and balance of debt financing
 - Status of debt ceiling – bonding viability
- Investment grade ratings - Another sign of the airport's financial health is the opinion of bond-rating services.

Results of Analyses

- Benefit Cost Analysis (need APO-200 assistance)
- Increase in system capacity relative to its costs (APP-400 and ATO assistance)

Contractor Tasks

1. Utilizing publicly available airport data sources (possibly including some of those cited above), the contractor will develop list of variables that can be used in the LOI decision making process.
2. Contractor will develop enhancements to LOI finance template to allow for standardized submittal of data needed to ascertain variables defined above.
3. Contractor will develop a graph (s) that places a cap on the amount of federal discretionary funding that can be sought in an LOI.
4. Contractor will develop a graph(s) that identifies an acceptable range of federal discretionary participation levels (various project types may necessitate multiple graphs).
5. Contractor will develop a process to systematically review LOI applications. The process may consist of a model that uses algorithms to assign values (maybe a weighting process) to the pre-determined list of variables so that the results can be used to help justify higher or lower participation levels (from previously established acceptable range).
6. Contractor will provide enhancements to graph so that it can be updated on an annual basis

Task III. LOI Finance Template Revision [Additive alternative].

Contractor Tasks

1. The contractor will provide enhancements to the LOI template developed in Nov. 06 to address various deficiencies identified below – (Capital Costs **Attachment G**) and Funding Sources (**Attachment H**).

Using the current LOI template, it does not allow one to make a distinction between capital and financing costs. Related deficiencies include the following:

- It does not allow one to determine the financing impacts using various federal funding levels. Potential scenarios that could be run include:
 - If no AIP funding is secured, airport revenue bonds would be \$X to be repaid by year x
 - Under various AIP/LOI awards, airport revenues bonds would by \$X to be repaid by year x
 - Impact of debt service and airport coverage
- It does not allow one to determine the avoided bond capital and interest costs with the issuance of an LOI.

Task IV. FAA Reporting of Costs Information [Additive Alternative].

Contractor Tasks

1. The contractor will produce a standardized cost summary listing that accounts for the following deficiencies (Current FAA summary sheet is shown in **Attachment I**):
 - The listing will differentiate between LOI project costs from BCA project costs (See Figure 4 of Nov. 06 LOI Guidance)
 - The listing will account for base year of data. It will be able to compare different projects with cost estimates from different base years
 - The listing will account for cost escalations or cost updates through the course of construction (maintenance of data)
 - The listing will provide sourcing so that there will be data consistency or the capability to explain any cost differences (See **Attachment J**)
 - The listing will accommodate amendment Requests. It will be able to segregate original work and original FAA award from amended work

Period of Performance (Schedule)

Item	Date
Contract Signed	October 1, 2008
Contractor Task #1	December 1, 2008
Contractor Task #2	January 1, 2009
Contractor Task #3 (optional)	January 1, 2009
Contractor Task#4 (optional)	February 1, 2009

Use of Work

The analyses performed by Contractor are for the internal reviews of FAA only. FAA will not give public attribution to Contractor's work

Estimated Costs

The contractor will be paid upon the acceptance of the work performed under the Contractor's Tasks.

Contractor's level of effort will be limited to \$49, 804 as set forth in Attachment K.

PART I - SECTION D
PACKAGING AND MARKING

D.1 PACKING AND PACKAGING

All deliverables under this contract shall be preserved and packaged in accordance with the most economical and best commercial practices to assure delivery at the destination and to prevent deterioration and damage due to shipping, handling and storage hazards.

D.2 GENERAL MARKING

In addition to information provided with shipping instructions, all deliverables shall be marked on the outside of the packaging with the following:

- FAA contract number;
- Contractor's name and address; and
- List of Contents

D.3 MARKING OF REPORTS

The Contractor shall mark all data deliverables as follows:

- Report Title
- Contract Number
- Date; and
- Distribution

D.4 TRANSMISSION OF DELIVERABLES

All deliverable items required by this contract shall be shipped F.O.B. destination, within the consignee's premises, with all mailing and transport expenses prepaid by the Contractor.

PART I - SECTION E
INSPECTION AND ACCEPTANCE

E.1 3.10.4-5 Inspection--Time-and-Material and Labor-Hour (April 1996)

(a) Definitions.

(1) 'Contractor's managerial personnel,' as used in this clause, means any of the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of--

(i) All or substantially all of the Contractor's business;

(ii) All or substantially all of the Contractor's operation at any one plant or separate location at which the contract is being performed; or

(iii) A separate and complete major industrial operation connected with the performance of this contract.

(2) 'Materials,' as used in this clause, includes data when the contract does not include the "Warranty of Data" clause.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the material, fabricating methods, work, and services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) Unless otherwise specified in the contract, the Government shall accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they shall be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(f) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (h) below, the cost of replacement or correction shall be determined under the "Payments Under Time-and-Materials and Labor-Hour Contracts" clause, but the 'hourly rate' for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken.

(g) (1) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may--

(i) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or

(ii) Terminate this contract for default.

(2) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute.

(h) Notwithstanding paragraphs (f) and (g) above, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to:

(1) fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel or

(2) the conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(i) This clause applies in the same manner and to the same extent to correct or replacement materials or services as to materials and services originally delivered under this contract.

(j) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

(k) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

E.2 INSPECTION AND ACCEPTANCE

The Contracting Officer, or their duly authorized representative, is authorized to perform inspection on behalf of the Government for the purpose of acceptance of all services to be provided. In this regard, the Government Contracting Officer's Technical Representative (COTR) is an authorized technical representative of the Contracting Officer. Final acceptance of all services under this contract shall be made in writing by the COTR designated in writing by the Contracting Officer.

The deliverable cited in this Contract shall be delivered to the COTR in accordance with Section D, as indicated, before the respective due dates. The COTR shall have 30 business days to inspect the work and either report deficiencies or accept the deliverable. The contractor shall have ten (10) business days to correct deficiencies and redeliver to the Government.

PART I - SECTION F
DELIVERIES OR PERFORMANCE

3.1-1 Clauses and Provisions Incorporated by Reference (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

- 3.10.1-9 Stop-Work Order (October 1996)**
- 3.10.1-11 Government Delay of Work (April 1996)**
- 3.2.4-20 Indefinite Quantity (July 1996)**

(a) This is an indefinite-quantity contract for the supplies or services specified and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the "Ordering" clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the maximum. The Government shall order at least the quantity of supplies or services designated in the Schedule as the minimum.

(c) Except for any limitations on quantities in the "Order Limitations" clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after sixty (60) days after expiration of this contract.

F.1 Period of Performance

The contract period of performance is estimated to be for twelve (12) months: September 22, 2008 thru September 21, 2009.

Base Year September 22, 2008 thru September 21, 2009

The contractor must maintain a single project schedule.

F.2 PLACE OF PERFORMANCE

Work will be performed at the contractor's facility. It is expected that the contractor will visit FAA periodically.

F.3 3.2.4-31 EVALUATION OF OPTIONS (APRIL 1996)

Except when it is determined not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

F.4 3.2.4-34 Option to Extend Services (April 1996)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the period specified in the Schedule.

F.5 3.2.4-35 Option to Extend the Term of the Contract (April 1996)

(a) The Government may extend the term of this contract by written notice to the Contractor within **thirty calendar (30) days**, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option provision.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **eighteen months**.

PART I - SECTION G
CONTRACT ADMINISTRATION DATA

G.1 CONTRACT ADMINISTRATION (FAA)

Contracting Officer: The FAA Contracting Officer's name and address are as follows:

FEDERAL AVIATION ADMINISTRATION
Attn: Timothy Spencer, Contracting Officer, AJA-482
800 Independence Avenue, S.W., Room 402
Washington, D.C. 20591
Phone: (202) 267-9845
Fax: (202) 267-5142

Contract Specialist:

FEDERAL AVIATION ADMINISTRATION
Attn: Princess Cannon, Contract Specialist, AJA-482
800 Independence Avenue, S.W., Room 402
Washington, D.C. 20591
Phone: (202) 493-4634
Fax: (202) 267-5142

Contracting Officer's Technical Representative (COTR)

F.3 3.2.4-31 EVALUATION OF OPTIONS (APRIL 1996)

Except when it is determined not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

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**PART I - SECTION G
CONTRACT ADMINISTRATION DATA**

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Contracting Officer: The FAA Contracting Officer's name and address are as follows:

FEDERAL AVIATION ADMINISTRATION
Attn: Timothy Spencer, Contracting Officer, AJA-482
800 Independence Avenue, S.W., Room 402
Washington, D.C. 20591
Phone: (202) 267-9845
Fax: (202) 267-5142

Contract Specialist:

FEDERAL AVIATION ADMINISTRATION
Attn: Princess Cannon, Contract Specialist, AJA-482
800 Independence Avenue, S.W., Room 402
Washington, D.C. 20591
Phone: (202) 493-4634
Fax: (202) 267-5142

Contracting Officer's Technical Representative (COTR)

FEDERAL AVIATION ADMINISTRATION

Attn: Joe Hebert, ARP-010

800 Independence Avenue

Washington, DC 20591

Phone: (202) 267-8375

The COTR is responsible for the technical administration of the contract and the technical liaison with the Contractor. The COTR is not authorized to change the scope of work or specifications in the contract, to make any commitments or otherwise obligate the Government or authorize any changes, which affect the contract price, delivery schedule, performance, or other terms and conditions of the contract.

The COTR is responsible for monitoring progress and overall technical management of the work hereunder and shall be contacted regarding questions or problems of a technical nature. In no event, however, will any understanding or agreement, modification, change order, or other matter deviating from the terms of the contract between the Contractor and any person other than the Contracting Officer be effective or binding upon the Government, unless contract modification or letter of direction is executed by the Contracting Officer prior to completion of this contract.

On all matters that pertain to contract terms, the Contractor shall contact the Contracting Officer. When, in the opinion of the Contractor, the COTR requests effort outside the existing scope of the contract, the Contractor will promptly notify the Contracting Officer. The Contractor under such request shall take no action unless and until the Contracting Officer has issued a letter of direction or a contract modification.

Interpretation or Modification

No verbal statement by any person and no written statement by anyone other than the Contracting Officer (CO), or his/her authorized representative acting within the scope of his/her authority, shall be interpreted as modifying or otherwise affecting the terms of this solicitation or resulting contract. All requests for interpretation or modification shall be made in writing to the CO.

Procedures for Submission of Invoices

The Contractor must submit invoices no more frequently than monthly. The Contractor shall place the following statement on each invoice, signed by an authorized company representative:

"This is to certify that the services set forth herein were performed during the period stated, and that incurred costs billed were actually expended.

*Signature of Contractor's
Authorized Representative*

Date of Invoice

The invoice package shall include a properly completed commercial invoice in suitable format. For each invoice submitted for payment, the contractor must include the contract number and invoice number, invoice number and both the Project Data and Accounting Information for each contract line item number (CLIN) contained in the instant request for payment. Project Data and Accounting Information is included for each contract line item number (CLIN) in the schedule for equipment and/or services in the award document. If the Project Data and Accounting Information is the same for all CLIN's, the contractor may capture the data only once on the invoice. However, if the Project Data and Accounting Information are different for any of the CLIN's in the award schedule, the contractor must identify the appropriate Project Data and Accounting Information along with the CLIN and CLIN invoice amount for each CLIN, which has different data. Invoices submitted without the benefit of this data will be considered incomplete and may result in rejection of the request for payment. One (1) copy of each invoice, so assembled, shall be delivered to the FAA CS, marked "Contracting Specialist's Original Copy," and three (3) copies of each invoice shall be delivered to the FAA's accounting division, one of which is marked "Accounting Division Original Copy," in accordance with the FAA billing procedures. Addresses for concurrent distribution are as follows:

Contract Specialist:

**Federal Aviation Administration
Attn: Princess Cannon, AJA-482
800 Independence Avenue, S.W.
Washington, DC 20591**

Accounting Office:

**U.S. MAIL
FAA Accounts payable Branch, AMZ-110
P.O. Box 25710
Oklahoma City, OK 73125**

FEDEX

**FAA Accounts Payable Branch, AMZ-110
6500 S. MacArthur Blvd.
Oklahoma City, OK 73169**

The Contracting Officer will authorize payments in amounts determined to be allowable in accordance with the Federal Aviation Administration "Contract Cost Principles" at AMS 3.3.2-1.

G.2 CORRESPONDENCE PROCEDURES

To promote timely and effective contract administration, correspondence submitted under this contract shall be subject to the following procedures (except for invoices and deliverable items):

- a. All correspondence relative to this contract shall be addressed to the Contracting Officer, AJA-482. Correspondence of a technical nature shall include an information copy addressed to the Contracting Officer's Technical Representative (COTR).
- b. Mail: The Contractor shall use discretion in the use of "express" or "overnight" mail. These premium services should be used sparingly and in situations where the regular U.S. mail system would not be adequate for the timely transfer of technical or contract related documentation. Use of electronic mail or facsimile (FAX service is encouraged where appropriate).

G.3 RELEASE OF GOVERNMENT OBLIGATIONS

The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract.

G.4 REPORTS OF PROBLEMS

In addition to the Monthly Reports specified in the Statement of Work, the Contractor shall bring actual or potential problems to the attention of the Contracting Officer and/or COTR as soon as they are known. Oral reports shall be followed by written narrative reports to the Contracting Officer within five (5) working days.

G.5 3.3.1-5 PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS (APRIL 2001)

The Government will pay the Contractor as follows upon the submission of invoices or vouchers approved by the Contracting Officer:

(a) Hourly rate.

(1) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the "Schedule" by the number of direct labor hours performed. The rates shall include wages, indirect costs, general and administrative expense, and profit. Fractional parts of an hour shall be payable on a prorated basis. Vouchers may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer), to the Contracting Officer or designee. The Contractor shall substantiate vouchers by evidence of actual payment and by individual daily job timecards, or other substantiation approved by the Contracting Officer. Promptly after receipt of each substantiated voucher, the Government shall, except as otherwise provided in this contract, and subject to the terms of (e) below, pay the voucher as approved by the Contracting Officer.

(2) Unless otherwise prescribed in the "Schedule", the Contracting Officer shall withhold 5 percent of the amounts due under this paragraph (a), but the total amount withheld shall not exceed \$50,000. The amounts withheld shall be retained until the execution and delivery of a release by the Contractor as provided in paragraph (f) below.

(3) Unless the "Schedule" prescribes otherwise, the hourly rates in the "Schedule" shall not be varied by virtue of the Contractor having performed work on an overtime basis. If no overtime rates are provided in the "Schedule" and they are required for overtime work that is approved in advance by the Contracting Officer, overtime rates shall be negotiated. Failure to agree upon these overtime rates shall be treated as a dispute. If the "Schedule" provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(b) Materials and subcontracts.

(1) Allowable costs of direct materials shall be determined by the Contracting Officer in accordance with the Federal Aviation Administration's (FAA) "Contract Cost Principles" in effect on the date of this contract. Reasonable and allocable material handling costs may be included in the charge for material to the extent they are clearly excluded from the hourly rate. Material handling costs are comprised of indirect costs, including, when appropriate, general and administrative expense allocated to direct materials in accordance with the Contractor's usual accounting practices consistent with FAA "Contract Cost Principles." The Contractor shall be reimbursed for items and services purchased directly for the contract only. Direct materials, as used in this clause, are those materials which enter directly into the end product, or which are used or consumed directly in connection with the furnishing of the end product.

(2) The cost of subcontracts that are authorized under the subcontracts clause of this contract shall be reimbursable costs under this clause; provided, that the costs are consistent with subparagraph (3) below. Reimbursable costs in connection with subcontracts shall be limited to the amounts incurred by the subcontractor in the same manner as for items and services purchased directly for the contract under subparagraph (1) above; however, this requirement shall not apply to a Contractor that is a small business concern. Reimbursable costs shall not include any costs arising from the letting, administration or supervision of performance of the subcontract, if the costs are included in the hourly rates payable under (a)(1) above.

(3) To the extent able, the Contractor shall-

(i) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(ii) Take all cash and trade discounts, rebates, allowances, credits, salvage, commissions, and other benefits. When unable to take advantage of the benefits, the Contractor shall promptly notify the Contracting Officer and give the reasons. Credit shall be given to the Government for cash and trade discounts, rebates, allowances, credits, salvage, the value of any appreciable scrap, commissions, and other amounts that have accrued to the benefit of the Contractor, or would have accrued except for the fault or neglect of the Contractor. The benefits lost without fault or neglect on the part of the Contractor, or lost through fault of the Government, shall not be deducted from gross costs.

(c) Total cost. It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the "Schedule" and the Contractor agrees to use its best efforts to perform the work specified in the "Schedule" and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the "Schedule", the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during performing this contract, the Contractor has reason to believe that the total price to the

Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performing this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(d) Ceiling price. In accordance with Part I – Section B.5, the Government shall not be obligated to pay the Contractor any amount in excess of the ceiling price in the "Schedule", and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the "Schedule", unless and until the Contracting Officer shall have notified the Contractor in writing that the ceiling price has been increased and shall have specified in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the "Schedule" has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(e) Audit. At any time before final payment under this contract the Contracting Officer may request audit of the invoices or vouchers and substantiating material. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices or vouchers, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. Upon receipt and approval of the voucher or invoice designated by the Contractor as the completion voucher or completion invoice and substantiating material, and upon compliance by the Contractor with all terms of this contract (including, without limitation, terms relating to patents and the terms of (f) and (g) below), the Government shall promptly pay any balance due the Contractor. The completion invoice or voucher, and substantiating material, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(f) Assignment. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions:

(1) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible of exact statement by the Contractor.

(2) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 2 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(3) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(g) Refunds. The Contractor agrees that any refunds, rebates, or credits (including any related interest) accruing to or received by the Contractor or any assignee, that arise under the materials portion of this contract and for which the Contractor has received reimbursement, shall be paid by the Contractor to the Government. The Contractor and each assignee, under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, an assignment to the Government of such refunds, rebates, or credits (including any interest) in form and substance satisfactory to the Contracting Officer.

G.6 3.8.4-5 GOVERNMENT SUPPLY SOURCES (APRIL 1996)

The Contracting Officer may issue the Contractor an authorization to have use of Government supply sources in the performance of this contract. Title to all property acquired by the Contractor under such an authorization shall vest in the Government unless otherwise specified in the contract. Such property shall not be considered to be Government-furnished property, as distinguished from Government property. The provisions of the "Government Property" clause, except its paragraphs (a) and (b), shall apply to all property acquired under such authorization.

PART I - SECTION H SPECIAL CONTRACT REQUIREMENTS

H.1 DISSEMINATION OF CONTRACT INFORMATION

The Contractor shall not publish, permit to be published, or distribute for public consumption any information, oral or written, concerning the results or conclusions made pursuant to the performance of this contract, without the prior written consent of the Contracting Officer. This statement includes seminars, professional society meeting/conferences and meetings with foreign dignitaries both government and from the private sector. Two copies of any material proposed to be published or distributed shall be submitted to the Contracting Officer. The following schedule is established as a guideline when requesting consent (calendar days):

- Written information – 15 days
- Oral information – 15 days
- Congressional information – 10 day

Any Contractor proposals for perspective work, exclusive of this contract, for which the Contractor may employ information generated in the performance of this contract, the Contractor is required only to notify the Contracting Officer of its intent to submit a proposal. Such notification shall include a brief description of the requirement for which the Contractor is proposing and indicate the Government or business entity to which the proposal is being submitted.

H.2 INCORPORATION OF REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS

All written representations, certifications, and other statement made by the Contractor in Section I of the GSA Schedule Contract, and incident to award of this contract or modification of this contract, are hereby incorporated by reference into this contract with the same force and effect as if they were given in full text herein.

H.3 RELATIONSHIPS, INTERPRETATIONS, AND MODIFICATIONS

The Contractor shall provide support to the Government by completing work within the Statement of Work and as assigned under this contract. The Contractor shall not provide technical direction of, or assume the Government's responsibility under any programs. Although the effort under this contract may include recommendations to the Government, specific Government approval and action will be necessary before such recommendations can become effective. The Contractor's efforts shall not be binding on other Government contractors. The Contractor shall not take any action with respect to other contractors that causes any change in their contract scope of work, cost, or scheduling.

No oral statement of any person, and no written statement of anyone other than the Contracting Officer or the COTR, acting within the limits of the authority specified in such designation, shall modify or otherwise affect any provision of this contract.

H.4 ACCESS TO GOVERNMENT FACILITIES

Part of the effort to be performed under this contract may be at facilities operated by the Federal Aviation Administration. The Contractor will be granted ingress and egress at the specific site where the effort is to be accomplished. Access to the site shall be coordinated with COTR.

While Contractor personnel are at Government facilities, they are required to comply with all rules and regulations of the site, particularly in the areas of health and safety. The facilities to which Contractor has access at all times will be in the custody of the Federal Government and will not be considered "Government Property" furnished to the Contractor.

The scheduling of access to Government facilities shall be under the control of the Government. Facility availability will be scheduled to permit timely performance of contract requirements. However, Contractor personnel shall be prepared to work outside the normal daytime shift if conditions at the facility so require.

The Contractor must require that all Contractor personnel who perform work at FAA facilities wear identifications badges, which clearly identify individuals as Contractor employees.

The Government reserves the right to issue its own contractor identification badges. If Government badges are required, they will be issued in accordance with Government procedures.

If it is brought to the attention of the Government that any Contractor or subcontractor employee working on this contract does not meet the minimal work requirements, as defined in Section H.6, the Contractor will be advised in writing by the Contracting Officer, and access to FAA facilities may be denied for that employee.

H.5 CONTRACTOR PERSONNEL REQUIREMENTS

As indicted in Section B previously, performance under this order will require the labor categories specified and described under the GSA Schedule. Professional labor categories and skills level required on the contract for personnel active on this contract is shown below:

Project Director, Program Manager, Meeting Coordinator and Registration Center Manager

Changes in the labor category descriptions will require the Contractor to immediately notify the Contracting Officer in order to determine whether formal modification to the contract is needed. Other labor categories may be added or current labor categories deleted as the FAA and the Contractor mutually agree and as established by formal modification to the contract.

H.6 PERSONNEL REQUIREMENTS

Proposed Contractor personnel shall possess significant relevant experience applicable to their specific functions. A high degree of competence and integrity is expected.

Project Director: Overall management of contract and conference, hotel direction and negotiations, vendor direction, main contract with FAA.

Responsible for managing and overseeing work performance on the contract. Holds primary responsibility for planning, managing and overseeing work efforts of the conference contractor team, determining and monitoring project schedules and budgets, and ensuring compliance with all contract requirements. Services as primary interface with the FAA. Position requires a minimum of 10 years of experience in conference and meeting planning including planning multiple large conferences of 500 persons or larger for the government. BS / BA degree in business, public relations, marketing or other related field.

Program Manager: Onsite management, onsite logistics, exhibit coordination, local transportation coordination

Responsible for providing management oversight and planning of pre-conference, on-site conference, and post conference activities; delegation of conference tasks to onsite staff; and negotiating and contracting with hotels and vendors for conference related services. Position requires three years applicable experience with at least one year of conference planning experience. BS / BA degree or equivalent in business, public relations, marketing or other related field. (Equivalent is 4 years of experience and an Associate's degree)

Meeting Coordinator: Acts as support personnel for meeting activities. Includes preparing and shipping event materials; on site assistance; processing registrations, preparing letters of confirmation, developing charts and tables; setting up meeting rooms; and other conference related activities. Minimum of one year of applicable experience. Associate's degree or equivalent (Equivalent is 4 years of experience)

Registration Center Manager: Acts as support personnel for meeting activities. Includes management of computer databases, processing of registrations, preparing of name badges, duplicating and distributing event materials and assists in travel arrangements. Minimum one year of applicable experience.

H.7 EMPLOYEE TERMINATION

- a. **Contractor Personnel:** The Contractor must notify the CO immediately whenever an employee performing work under this contract terminates employment. The Contractor shall be responsible for returning, or ensuring that the employee returns all DOT-issued contractor/employee identification and all other DOT property.
- b. **Government Personnel:** If Government personnel obtain an identification card from the Contractor, these should be returned upon completion of assignment or departure from the FAA, whichever comes first. The FAA will establish procedures for controlling Government personnel with access to Contractor's facilities.

H.8 CONTRACTOR ACQUIRED PROPERTY

Title to material, equipment and property that the contractor is authorized to purchase under this contract as a direct cost to the Government shall pass to and vest in the Government upon receipt of the equipment or property by the contractor. This property shall be controlled in accordance with AMS Clause 3.10.3-2. Inspection and acceptance provisions for this property will be identified at the time the purchase is authorized.

H.9 FEDERAL HOLIDAYS OBSERVED

Working hours scheduled shall observe Federal Holidays as follows:

New Year's Day	Labor Day	Martin Luther King's Day
Columbus Day	Washington's Birthday	Veterans Day
Memorial Day	Thanksgiving Day	
Independence Day (July 4)	Christmas Day	

Note: the Government also observes Inauguration Day for the Office of President. In years where this takes place the Contractor shall scheduled accordingly.

When one of the above-designated holidays falls on a Sunday, the following Monday will generally be observed as a legal holiday. When a legal holiday falls on a Saturday, the preceding Friday is generally observed as a holiday.

H.10 RESTRICTIONS ON PRINTING AND DUPLICATION

- a. The Congressional Joint Committee on Printing does not intend that Contractors shall become prime or substantial sources of printing for department or agencies. Therefore, the inclusion of printing, as defined in this paragraph, within contracts for the manufacture and/or operation of equipment and for services such as architectural, engineering and research, is prohibited unless authorized by the Joint Committee on Printing.
- b. This regulation does not preclude the procurement of writing, editing, preparation of manuscript copy, or preparation of related illustrative materials as part of the contract; or administrative printing, e.g., forms and instruction materials necessary to be used by the contractor to respond to the terms of a contract. Nor does it preclude recording manuscript copy in digital form for typesetting purposes provided coding instructions have been approved by the Central Printing and Publications Management Office. However, the printing of such material for the Government must be accomplished in accordance with printing laws and regulations.
- c. A requirement for a Contractor to duplicate less than 5,000 units of only one page, or less than 25,000 units in the aggregate of multiple pages for the use of a department or agency, will not be deemed to be printing primarily or substantially for department or agency.
- d. A requirement for a Contractor to produce or procure less than 2,500 duplicates from original microform will not be deemed to be printing primarily or substantially for a department or agency.
- e. When printed materials required to be furnished under this contract exceeds the production unit limits or is otherwise not permitted as specified above, the Contractor shall furnish such material with unjustified margins in clear typed text, or one side only, as well as line drawings and photographs which are suitable for camera-ready copy for offset printing.
- f. The restrictions set forth above apply to each individual document and are not cumulative under the terms of the contract.
- g. All printing funded under this contract must be done in conformance with Joint Committee on Printing regulations as prescribed in Title 44, United States Code, and Section 308 of P.L. 101-163, and all applicable Government Printing Office and DOT regulations.

H.11 CONFIDENTIALITY OF DATA AND INFORMATION

The Contractor, and any consultants or lecturers, in the performance of this contract, may have need for access to and use of various types of data and information in the possession of the Government, which the Government obtained under conditions which restrict the Government's right to use and disclose the data and information, or which may be of a nature that its dissemination or use other than in the performance of this contract, would be adverse to the interests of the Government or other parties. Therefore, the Contractor, and any consultants or lecturers, agree to abide by any restrictive use conditions on such data and not to:

- Knowingly disclose such data or information to others without written authorization from the Contracting Officer, unless that data or information has otherwise become available to the public through no action or fault of the Contractor; and

- Use for any purpose other than the performance of this contract that data which bears a restrictive marking or legend, unless such information or data has otherwise fallen into the public domain through no action or fault of the Contractor.

In the event the work required to be performed under this contract requires access to proprietary data of other companies, the Contractor must obtain agreement from such other companies for such use unless such data is provided or made available to the Contractor by the Government. Two copies of such company-to-company agreements shall be furnished promptly to the Contracting Officer for the Government's information. These agreements shall prescribe the scope of authorized use of disclosure, and other terms and conditions to be agreed upon between the parties thereto. It is agreed by the Contractor that any such data, whether obtained by the Contractor pursuant to the agreement or from the Government shall be protected from unauthorized use of disclosure to any individual, corporation, or organization so long as it remains proprietary.

The Contractor agrees to make employees aware of the requirement to maintain confidentiality of data and/or information, and in the necessity to refrain from divulging either the proprietary data of other companies or data that is obtained from the Government to anyone except as authorized. The Contractor shall obtain from each employee, engaged in any effort connected with this contract, an agreement, in writing, which shall in substance provide that such employee will not, during his/her employment by the Contractor, or thereafter, disclose to others or use for his/her own benefit of any individual, any trade secrets, confidential information or proprietary/restricted data (to include Government "For Official Use Only") received in connection with the work under this contract unless such information otherwise falls in to the public domain through no action or fault of the Contractor or employee.

The Contractor agrees to hold the Government harmless and to indemnify the Government as to any cost/loss resulting from the unauthorized use or disclosure of third party data or software by the Contractor, its employees, consultants, lecturers, or other agents of any kind.

The Contractor agrees to include to the substance of this provision in all subcontracts, including consultant and lecturer subcontracts, awarded under this contract. The Contracting Officer will consider case-by-case exceptions from this requirement for individual subcontracts in the event that (1) the Contractor considers the application of the prohibitions of this provision to be inappropriate and unnecessary in the case of particular subcontract; (2) the subcontractor provides a written statement affirming absolute unwillingness to perform absent some relief from the substance of this prohibition; (3) use of an alternate subcontract source would unreasonably detract from the quality of effort; and (4) the Contractor provides the Contracting Officer timely, written, advance notice of these and any other extenuating circumstances.

Except as the Contracting Officer specifically authorizes in writing, upon completion of all work under the contract, the Contractor shall return all data and information obtained from the Government, including all copies, modification, adaptations, or combinations thereof, to the Contracting Officer. Data obtained from other companies shall be disposed of in accordance with the Contractor's agreement with that company, or, if the agreement makes no provision for disposition, shall be returned to that company. The Contractor shall further certify in writing to the Contracting Officer that all copies, modifications, adaptations, or combinations thereof of data or information, which cannot reasonably be returned to the Contracting Officer (or to a company) have been deleted from the Contractor's (or subcontractor's) records and destroyed. These restrictions do not limit the Contractor's (or subcontractor's) right to use and disclose any data or information obtained from other sources without restriction.

Work performed under this contract may involve access to information (including but not limited to specifications, engineering requirements, cost estimates, and other sensitive data) relating to but in advance of acquisition actions. Consequently, the Contractor (including individual employees) shall not release or communicate any such information, whether oral or written, to any person except FAA personnel; employees of the Contractor with a need to know"; and such other personnel as may be "designated in writing by the Contracting Officer.

H.12 3.8.2-17 Key Personnel and Facilities (July 1996)

(a) The personnel and/or facilities as specified below are considered essential to the work being performed hereunder and may, with the consent of the contracting parties, be changed from time to time during the course of the contract.

(b) Prior to removing, replacing, or diverting any of the specified personnel and/or facilities, the Contractor shall notify in writing, and receive consent from, the Contracting Officer reasonably in advance of the action and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.

(c) No diversion shall be made by the Contractor without the written consent of the Contracting Officer.

(d) The key personnel and/or facilities under this contract are:

Project Director

3.1.7-4 Organizational Conflict of Interest SIR Provision-Short Form (August 1997)

(a) The policy of the FAA is to avoid contracting with contractors who have unacceptable organizational conflicts of interest. An organizational conflict of interest means that because of existing or planned activities, an offeror or contractor is unable or potentially unable to render impartial assistance to the agency, or has an unfair competitive advantage, or the offeror or contractor's objectivity is, or might be, impaired.

It is not the intention of the FAA to foreclose a vendor from a competitive acquisition due to a perceived OCI. FAA Contracting Officers are fully empowered to evaluate each potential OCI scenario based upon the applicable facts and circumstances. The final determination of such action may be negotiated between the impaired vendor and the Contracting Officer. The Contracting Officer's business judgment and sound discretion in identifying, negotiating, and eliminating OCI scenarios should not adversely affect the FAA's policy for competition. The FAA is committed to working with potential vendors to eliminate or mitigate actual and perceived OCI situations, without detriment to the integrity of the competitive process, the mission of the FAA, or the legitimate business interests of the vendor community.

(b) Mitigation plans. The successful contractor will be required to permit a Government audit of internal OCI mitigation procedures for verification purposes. The FAA reserves the right to reject a mitigation plan, if in the opinion of the Contracting Officer, such a plan is not in the best interests of the FAA. Additionally, after award the FAA will review and audit OCI mitigation plans as needed, in the event of changes in the vendor community due to mergers, consolidations, or any unanticipated circumstances that may create an unacceptable organizational conflict of interest.

(c) Potential organizational conflict of interest. The following examples illustrate situations in which questions concerning organizational conflicts of interest may arise. They are not all inclusive.

(1) Unequal access to information. Access to "nonpublic information" as part of the performance of an FAA contract could provide the contractor a competitive advantage in a later competition for another FAA contract. Such an advantage could easily be perceived as unfair by a competing vendor who is not given similar access to the relevant information. If the requirements of the FAA procurement anticipate the successful vendor may have access to nonpublic information, the successful vendor should be required to submit and negotiate an acceptable mitigation plan.

(2) Biased ground rules. A contractor in the course of performance of an FAA contract has in some fashion established important "ground rules" for another FAA contract, where the same contractor may be a competitor. For example, a contractor may have drafted the statement of work, specifications, or evaluation criteria of a future FAA procurement. The primary concern of the FAA in this case is that a contractor so situated could slant key aspects of procurement in its own favor, to the unfair disadvantage of competing vendors. If the requirements of the FAA procurement indicate the successful vendor may be in a position to establish, or may have important ground rules, including but not limited to those described herein, the successful vendor should be required to submit and negotiate an acceptable mitigation plan.

(3) Impaired objectivity. A contractor in the course of performance of an FAA contract, is placed in a situation of providing assessment and evaluation findings over itself, or another business division, or subsidiary of the same corporation, or other entity with which it has a significant financial relationship. The concern in this case is that the contractor's ability to render impartial advice to the FAA could appear to be undermined by the contractor's financial or other business relationship to the entity whose work product is being assessed or evaluated. In these situations, a "walling off" of lines of communication may well be insufficient to remove the perception that the objectivity of the contractor has been tainted. If the requirements of the FAA procurement indicate that the successful vendor may be in a position to provide evaluations and assessments of itself or corporate siblings, or other entity with which it has a significant financial relationship, the affected contractor should provide a mitigation plan that includes recusal by the vendor from the affected contract work. Such recusal might include divestiture of the work to a third party vendor.

(d) Disclosure by offerors or contractors participating in FAA acquisitions

(1) Offerors or contractors should provide information which concisely describes all relevant facts concerning any past, present or currently planned interest, (financial, contractual, organizational, or otherwise) relating to the work to be performed and bearing on whether the offeror or contractor has a possible OCI.

(2) If the offeror or contractor does not disclose any relevant facts concerning an OCI, the offeror or contractor, by submitting an offer or signing the contract, warrants that to its best knowledge and belief no such facts exist relevant to possible OCI.

(e) Remedies for Nondisclosure. The following are possible remedies should an offeror or contractor refuse to disclose, or misrepresent, any information regarding a potential OCI:

- (1) Refusal to provide adequate information may result in disqualification for award.
- (2) Nondisclosure or misrepresentation of any relevant interest may also result in the disqualification of the offeror for award.
- (3) Termination of the contract, if the nondisclosure or misrepresentation is discovered after award.
- (4) Disqualification from subsequent FAA contracts.
- (5) Other remedial action as may be permitted or provided by law or in the resulting contract.

PART II - SECTION I CONTRACT CLAUSES

3.1-1 Clauses and Provisions Incorporated by Reference (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

- 3.1.7-5 Disclosure of Conflicts of Interest (May 2001)**
- 3.2.2.7-6 Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (April 1996)**
- 3.2.5-1 Officials Not to Benefit (April 1996)**
- 3.2.5-3 Gratuities or Gifts (January 1999)**
- 3.2.5-4 Contingent Fees (October 1996)**
- 3.2.5-5 Anti-Kickback Procedures (October 1996)**
- 3.2.5-7 Disclosure Regarding Payments to Influence Certain Federal Transactions (June 1999)**
- 3.2.5-8 Whistleblower Protection for Contractor Employees (April 1996)**
- 3.3.1-5 Payments under Time-and-Materials and Labor-Hour Contracts (April 2001)**
Interest (January 2008) (January 2008)
- 3.3.1-12 Limitation of Cost (April 1996)**
- 3.3.1-15 Assignment of Claims (April 1996)**
- 3.6.2-9 Equal Opportunity (August 1998)**
- 3.6.2-12 Affirmative Action for Special Disabled and Vietnam Era Veterans (April 2007)**
- 3.6.2-13 Affirmative Action for Workers with Disabilities (April 2000)**
- 3.6.2-14 Employment Reports on Special Disabled Veterans and Veterans of Vietnam Era (April 2007)**
- 3.6.2-28 Service Contract Act of 1965, as Amended (April 1996)**
- 3.6.2-35 Prevention of Sexual Harassment (August 1998)**
- 3.6.2-39 Trafficking in Persons (January 2008)**
- 3.6.3-2 Clean Air and Clean Water (April 1996)**
- 3.8.2-11 Continuity of Services (April 1996)**
- 3.10.1-7 Bankruptcy (April 1996)**
- 3.10.1-14 Changes--Time and Materials or Labor Hours (April 1996)**
- 3.10.1-25 Novation and Change-of-Name Agreements (October 2007)**
- 3.10.4-5 Inspection--Time-and-Material and Labor-Hour (April 1996)**
- 3.10.6-1 Termination for Convenience of the Government (Fixed Price) (October 1996)**
- 3.10.6-4 Default (Fixed-Price Supply and Service) (October 1996)**
- 3.10.6-7 Excusable Delays (October 1996)**

- 3.1.7-6 Disclosure of Certain Employee Relationships (October 2006)**

(a) The policy of the FAA is to avoid doing business with contractors, subcontractors, and consultants who have a conflict of interest or an appearance of a conflict of interest. The purpose of this policy is to maintain the highest level of integrity within its workforce and to ensure that the award of procurement contracts is based upon fairness and merit.

(b) The contractor must provide to the Contracting Officer the following information with its proposal and must provide an information update within 30 days of the award of a contract, any subcontract, or any consultant agreement, or within 30 days of the retention of a Subject Individual or former FAA employee subject to this clause:

(1) The names of all Subject Individuals who:

- (i) participated in preparation of proposals for award; or
- (ii) are planned to be used during performance; or
- (iii) are used during performance; and

(2) The names of all former FAA employees, retained by the contractor who were employed by FAA during the two year period immediately prior to the date of:

- (i) the award; or
- (ii) their retention by the contractor; and

(3) The date on which the initial expression of interest in a future financial arrangement was discussed with the contractor by any former FAA employee whose name is required to be provided by the contractor pursuant to subparagraph (2); and

(4) The location where any Subject Individual or former FAA employee whose name is required to be provided by the contractor pursuant to subparagraphs (1) and (2), are expected to be assigned.

(c) "Subject Individual" means a current FAA employee's father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, spouse of an in-law, or a member of his/her household.

(d) The contractor must incorporate this clause into all subcontracts or consultant agreements awarded under this contract and must further require that each such subcontractor or consultant incorporate this clause into all subcontracts or consultant agreements at any tier awarded under this contract unless the Contracting Officer determines otherwise.

(e) The information as it is submitted must be certified as being true and correct. If there is no such information, the certification must so state.

(f) Remedies for nondisclosure: The following are possible remedies available to the FAA should a contractor misrepresent or refuse to disclose or misrepresent any information required by this clause:

- (1) Termination of the contract.
- (2) Exclusion from subsequent FAA contracts.
- (3) Other remedial action as may be permitted or provided by law or regulation or policy or by the terms of the contract.

(g) Annual Certification. The contractor must provide annually, based on the anniversary date of contract award, the following certification in writing to the Contracting Officer:

ANNUAL CERTIFICATION OF DISCLOSURE OF CERTAIN EMPLOYEE RELATIONSHIPS

may exercise the option written notice to the Contractor within the period specified in the Schedule.

F.6 Place of Performance

The contractor must provide management, technical and documentation support in various local area facilities. The FAA local area facilities and other locations outside the local area as specifically authorized subject to the availability of funds.

F.7 Performance of Work at Government Facilities

Any of the work under this contract which is performed by the Contractor or any of its subcontractors on premises under Government control is subject to all provisions of this contract governing such work and the following: (a) all contractor personnel must at all times conspicuously display a distinctive badge provided by the DOT/FAA or the Contractor identifying such personnel as employees of the Contractor and must observe such security regulations as are in effect for the particular premises involved; (b) the Contractor agrees that this is a non-personal services contract; that for all the purposes of the contract, the Contractor is not, nor must it hold itself out to be, an agent or partner of, or in joint venture with the Government; and that it must neither supervise nor accept supervision from Government employees; (c) The Contractor must designate to the Contracting Officer in writing an on-the-premises representative to serve as the point of contact for the Contracting Officer and COTR; (d) performance of work on Government premises must be confined to the area(s) specified by the Contracting Officer and/or COTR.

F.8 Travel and Training

Travel incident to this contract will be reimbursed to the contractor not to exceed applicable government travel rates. Travel is to be authorized in advance by the FAA Contracting Officer.

F.9 Period of Performance

The base period of the contract is one year with four one year option periods, if exercised:

Base Year – From time of award through September 30, 2009

Option Year One – September 30, 2010

Option Year Two – September 30, 2011

Option Year Three – September 30, 2012

Option Year Four – September 30, 2013

F.10 Reports

The Contractor shall provide monthly progress and status reports to the Contracting Officer (CO) and Contracting Officer Technical Representative (COTR) by the tenth business day of the each calendar month. The reports should include accomplishments of each of the on-site contractors and any administrative issues.

The contractor represents and certifies that to the best of its knowledge and belief that during the prior 12 month period:

[] A former FAA employee(s) or Subject Individual(s) has been retained to work under the contract or subcontract or consultant agreement and complete disclosure has been made in accordance with subparagraph (b) of AMS Clause 3.1.7-6.

[] No former FAA employee(s) or Subject Individual(s) has been retained to work under the contract or subcontract or consultant agreement, and disclosure required by AMS Clause 3.1.7-6 is not applicable.

Authorized Representative

Company Name

Date

3.3.1-33 Central Contractor Registration (January 2008) (January 2008)

(a) Definitions. As used in this clause

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.

"Registered in the CCR database" means that the Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 numbers, into the CCR database.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in Representations, Certifications and Other Statements of Offerors Section of the solicitation, the DUNS or DUNS +4 numbers that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://fedgov.dnb.com/webform>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if different from physical street address).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer may proceed to award to the next otherwise successful registered offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in AMS Procurement Guidance T3.10.1.A-8, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

(A) change the name in the CCR database;

(B) comply with the requirements of T3.10.1.A-8; and

(C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide the Contracting Officer with the notification, sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims. Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov/> or by calling 1-888-227-2423, or 269-961-5757.

3.3.1-34 Payment by Electronic Funds Transfer/Central Contractor Registration (October 2005)

(a) Method of payment.

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either?

- (i) Accept payment by check or some other mutually agreeable method of payment; or
- (ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for?

- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and?

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

3.6.2-37 Notification of Employees' Rights Concerning Payment of Union Dues or Fees (April 2007)

1. During the term of this contract, the contractor agrees to post a notice in conspicuous places in and about its plants and offices, including all places where notices to employees are customarily posted. The notice must include the following information [except that the last two sentences must not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)].

NOTICE TO EMPLOYEES

Under federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment. If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have

been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address:

National Labor Relations Board
Division of Information
1099 14th Street, NW
Washington, D.C. 20570
1-866-667-6572
1-866-315-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at: www.nlr.gov.

2. The contractor will comply with all provisions of E.O. 13201 of February 17, 2001, and related rules, regulations, and orders of the Secretary of Labor.

3. In the event that the contractor does not comply with any of the requirements set forth in paragraphs (1) or (2) above, this contract may be cancelled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts in accordance with procedures authorized in or adopted pursuant to E.O. 13201 of February 17, 2001. Such other sanctions or remedies may be imposed as are provided in E.O. 13201 of February 17, 2001, or by rule, regulation, or order of the Secretary of Labor, or as are otherwise provided by law.

4. The contractor will include the provisions of paragraphs (1) through (4) herein in every subcontract or purchase order entered into in connection with this contract unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of E.O. 13201 of February 17, 2001, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any such subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance. However, if the contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

3.9.1-1 Contract Disputes (November 2002)

(a) All contract disputes arising under or related to this contract shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A contractor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) The filing of a contract dispute with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile. A contract dispute is considered to be filed on the date it is received by the ODRA.

(c) Contract disputes are to be in writing and shall contain:

(1) The contractor's name, address, telephone and fax numbers and the name, address, telephone and fax numbers of the contractor's legal representative(s) (if any) for the contract dispute;

(2) The contract number and the name of the Contracting Officer;

(3) A detailed chronological statement of the facts and of the legal grounds for the contractor's positions regarding each element or count of the contract dispute (i.e., broken down by individual claim item), citing to relevant contract provisions and documents and attaching copies of those provisions and documents;

(4) All information establishing that the contract dispute was timely filed;

(5) A request for a specific remedy, and if a monetary remedy is requested, a sum certain must be specified and pertinent cost information and documentation (e.g., invoices and cancelled checks) attached, broken down by individual claim item and summarized; and

(6) The signature of a duly authorized representative of the initiating party.

(d) Contract disputes shall be filed at the following address:

(1) Office of Dispute Resolution for Acquisition, AGC-70,
Federal Aviation Administration,
800 Independence Ave, S.W., Room 323,
Washington, DC 20591,

Telephone: (202) 267-3290,
Facsimile: (202) 267-3720; or

(2) other address as specified in 14 CFR Part 17.

(e) A contract dispute against the FAA shall be filed with the ODRA within two (2) years of the accrual of the contract claim involved. A contract dispute by the FAA against a contractor (excluding contract disputes alleging warranty issues, fraud or latent defects) likewise shall be filed within two (2) years after the accrual of the contract claim. If an underlying contract entered into prior to the effective date of this part provides for time limitations for filing of contract disputes with the ODRA which differ from the aforesaid two (2) year period, the limitation periods in the contract shall control over the limitation period of this section. In no event will either party be permitted to file with the ODRA a contract dispute seeking an equitable adjustment or other damages after the contractor has accepted final contract payment, with the exception of FAA claims related to warranty issues, gross mistakes amounting to fraud or latent defects. FAA claims against the contractor based on warranty issues must be filed within the time specified under applicable contract warranty provisions. Any FAA claims against the contractor based on gross mistakes amounting to fraud or latent defects shall be filed with the ODRA within two (2) years of the date on which the FAA knew or should have known of the presence of the fraud or latent defect.

(f) A party shall serve a copy of the contract dispute upon the other party, by means reasonably calculated to be received on the same day as the filing is to be received by the ODRA.

(g) After filing the contract dispute, the contractor should seek informal resolution with the Contracting Officer.

(h) The FAA requires continued performance with respect to contract disputes arising under this contract, in accordance with the provisions of the contract, pending a final FAA decision.

(i) The FAA will pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the contract dispute, or (2) the date payment otherwise would be due, if that date is later, until the date of payment. Simple interest on contract disputes shall be paid at the rate fixed by the Secretary of the Treasury that is applicable on the date the Contracting Officer receives the contract dispute and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary until payment is made.

(j) Additional information and guidance about the ODRA dispute resolution process for contract disputes can be found on the ODRA Website at <http://www.faa.gov>.

3.9.1-2 Protest After Award (August 1997)

(a) Upon receipt of a notice that a protest has been filed with the FAA Office of Dispute Resolution, or a determination that a protest is likely, the Administrator or his designee may instruct the Contracting Officer to direct the Contractor to stop performance of the work called for by this contract. The order to the Contractor shall be in writing, and shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision or other resolution of the protest, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) For other than cost-reimbursement contracts, terminate the work covered by the order as provided in the "Default" or the "Termination for Convenience of the Government" clause(s) of this contract; or

(3) For cost-reimbursement contracts, terminate the work covered by the order as provided in the "Termination" clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after the final resolution of the protest, the Contractor shall resume work. The Contracting Officer shall make for other than cost-reimbursement contracts, an equitable adjustment in the delivery schedule or contract price, or both; and for cost-reimbursement contracts, an equitable adjustment in the delivery schedule, the estimated cost, the fee, or a combination thereof, and in any other terms of the contract that may be affected; and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

3.13-5 Seat Belt Use by Contractor Employees (January 1999)

In accordance with Executive Order 13043 entitled "Increasing Seat Belt Use in the U.S.," the contractor is encouraged to implement, communicate and enforce on the job seat belt policies and programs for their employees and subcontractors when operating company-owned, rented or personally-owned vehicles.

3.14-1 Security Requirements-Classified Contracts (July 2002)

(a) This clause applies to the extent that this contract involves access to information that is classified as "Confidential," "Secret," or "Top Secret."

(b) The Contractor must comply with the requirements in (1) the Contract Security Classification Specification (DD Form 254) included in the current edition of the National Industrial Security Operating Manual (DOD 5220.22-M) for the protection of classified information at its cleared facility, if applicable, as directed by the Defense Security Service. If the Contractor has access to classified information at an FAA owned or FAA leased facility, it shall comply with the security requirements of the FAA.

(c) If, subsequent to the date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in security costs or otherwise affect any other term or condition of this contract, the contract shall be subject to an equitable adjustment.

(d) The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph d) but excluding any reference to the "Changes" clause of this contract, in all subcontracts under this contract that involve access to classified information.

3.14-2 Contractor Personnel Suitability Requirements (July 2006)

(a) This clause applies to the extent that this contract requires contractor employees, subcontractors, or consultants to have unescorted access to FAA:

(1) Facilities;

(2) Sensitive information; and/or

(3) Resources regardless of the location where such access occurs, and none of the exceptions of FAA Order 1600.72A, Contractor and Industrial Security Program, Chapter 5, paragraphs 4, 6, 7 and 8 pertains.

Definitions of applicable terminology are contained in the corresponding guidance and Order 1600.72A, appendix A.

(b) Consistent with FAA Order 1600.72A, the FAA Servicing Security Element (SSE) has approved designated risk levels for the positions under the contract.

(c) Not later than five (5) business days, not to exceed a maximum of 30 days, after contract award (or date of modification, if this provision is included by modification to an existing contract), for each employee in a listed position requiring access, provided, no previous background investigations can be supported as described below, the contractor will submit the following documentation to the SSE for an employment suitability determination:

- Standard Form (SF) 85P, Questionnaire for Public Trust Positions as designated by the Contractor Position Risk/Sensitivity Level Designation Record, FAA Form 1600-77, will be completed (all questions answered) in accordance with the instruction sheet.

- One fingerprint card (FD-258). Fingerprints will be taken by those individuals who have been identified as either a Trusted Agent or a Personal Identity Verification (PIV) registrar (SSE).

In some instances, the fingerprint only may be required and an OF-306 Declaration for Federal Employment, most current edition, will also be submitted.

The applicant will appear in person and provide two forms of identity source documents in original form to the PIV Registrar (SSE) or the authorized Trusted Agent. The identity source documents must come from the list of acceptable documents included in Form I-9, OMB No. 1115-0136, Employment Eligibility Verification or version of the DOT F 1681 containing the list of acceptable identity verification documents. At least one document will be a valid State or Federal Government-issued picture Identification. A signed I-9 Form may be used but must indicate the two source documents that were verified.

The type of investigation conducted will be determined by the position risk level designation for all duties, functions, and/or tasks performed and will serve as the basis for granting a favorable employment suitability authorization as described in FAA Order 1600.72A. If an employee has had a previous U. S. Government conducted background investigation which meets the requirements of Chapter 5 of FAA Order 1600.72A and Homeland Security Presidential Directive 12 (HSPD-12), it will be accepted by the FAA. However, the FAA reserves the right to conduct further investigations, if necessary. For each contractor employee for which a previous background investigation was completed, the contractor will provide, in writing to the SSE, the name, date of birth, place of birth, and social security number of the employee, the name of the investigating entity, type of background investigation conducted, and approximate date the previous background investigation was completed. For all contracts over six (6) months in duration, the minimum background investigation requirement will be a National Agency Check with Inquiries (NACI). Please check with your SSE for final determination as to OPM background investigation type required. The contract may include positions that are temporary, seasonal, or under escort only. In such cases, a FAA Form 1600-77 for each specific position will be established as the investigative requirements may differ from the NACI.

The contractor must submit the required information with a transmittal letter referencing the contract number and this request to:

Headquarters Contracts:

Manager, Personnel Security Division, AIN-400
800 Independence Avenue, S.W., Room 315
Washington, D.C. 20591

Regional and Center Contracts:

NONE

The transmittal letter must also include a list of all of the names of contractor employees and their positions for which completed forms will be submitted to the SSE pursuant to this Clause. A copy of the transmittal letter must also be provided to the Contracting Officer/Contracting Officer's Technical Representative (COTR) minus any privacy act information.

(d) The contractor must submit the information required by Section (c) of this Clause for any new employee not listed in the Contractor's initial submission who is hired into any position identified in Section (c) of this Clause.

(e) The Contracting Officer will provide notice to the contractor when any contractor employee is found to be unsuitable or otherwise objectionable, or whose conduct appears contrary to the public interest, or inconsistent with the best interest of national security. The contractor must take appropriate action, including the removal of such employee from working on this FAA contract, at their own expense. The Contracting Officer will confirm to the SSE that the action has been taken.

(f) No contractor employee will work in a high, moderate, or low risk position unless the SSE has received all forms necessary to conduct any required investigation and has authorized the contractor employee to begin work.

(g) As applicable, the contractor must submit quarterly/bi-annual reports to the Contracting Officer with a copy to the SSE and the Operating Office on or before the fifth (5th) business day following each report period. This report must include a complete alphabetical listing of all current contractors who are currently supporting the contract and a separate listing of all terminated contractors.

(h) The contractor must notify the CO within one (1) business day after any employee identified pursuant to Section (c) of this Clause is terminated from performance on the contract.

(i) The Contracting Officer may also, after coordination with the SSE and other security specialists, require contractor employees to submit any other security information (including additional fingerprinting) deemed reasonably necessary to protect the interests of the FAA. In this event, the contractor must provide, or cause each of its employees to provide, such security information to the SSE, and the same transmittal letter requirements of Section (c) of this Clause applies.

(j) The contractor and/or subcontractor(s) must immediately contact the Servicing Security Elements (Regional and/or Center Security Divisions) or AIN-400 at Headquarters in the event an employee is arrested (detained by law enforcement for any offenses, other than minor traffic offenses) or is involved in theft of government property or the contractor becomes aware of any information that may raise a question about the suitability of a contractor employee.

(k) Failure to submit information required by this clause within the time required may be determined by the Contracting Officer a material breach of the contract.

(l) If subsequent to the effective date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in direct contract costs or otherwise affect any other term or condition of this contract, the contract will be subject to an equitable adjustment.

(m) The contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (l) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access and where the exceptions under Chapter 5, FAA Order 1600.72A do not apply.

(n) The Contracting Officer will ensure the SSE receives a list of all proposed contractor employees, the name of the contracting company, contract number, duty location, and identification of the funding line of business, and the names of the contracting officers and COTR for each contract within five (5) business days of contract award. If the Contracting Officer provided the SSE a solicitation number during pre-award, the contracting officer will ensure the SSE is notified of the contract number.

(o) Contractor employees who have not undergone a background investigation must be escorted at all times. In some instances, a contractor employee may be required to serve as an escort. In this situation, the contractor employee must have a completed and favorably adjudicated National Agency Check with Inquiries (NACI).

3.14-3 Foreign Nationals as Contractor Employees (April 2008)

(a) Each contractor or subcontractor employee under this contract having access to FAA facilities, sensitive information, or resources must be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form I-151, or who presents other evidence from the U.S. Citizenship and Immigration Service that employment must not affect his/her immigration status.

(b) Aliens and foreign nationals proposed under this contract must meet the following conditions in accordance with FAA Order 1600.72A, chapter 5, paragraph 7 & 8:

(1) Must have resided within the United States for three (3) of the last five (5) years unless a waiver of this requirement is requested and approved in accordance with the requirements stated in FAA Order 1600.72A, chapter 5, paragraph 9;

(2) A risk or sensitivity level designation can be made for the position; and

(3) The appropriate security-related background investigation/inquiry can be adequately conducted.

(c) Interim suitability requirements may not be applied unless the position is low/moderate in risk, and/or temporary, and/or is not in a critical area position.

3.14-4 Access to FAA Systems and Government-Issued Keys, Personal Identity Verification (PIV) cards, and Vehicle Decals (April 2008)

(a) It may become necessary for the Government to grant access to FAA systems or issue keys, PIV cards, vehicle decals, and/or access control cards to contractor employees. Prior to or upon completion or termination of the work required hereunder, the contractor must return all such Government-issued items and submit a request to terminate all user accounts on applicable FAA systems to the issuing office with notification to the Contracting Officer's Technical Representative (COTR). When contractor employees who have been issued such items are terminated or no longer required to perform the work, the Government-issued items must be returned to the Government and a request submitted for the termination of FAA system access within three (3) business days or upon termination of the contract or the employee. Improper use, possession or alteration of FAA issued keys, PIV Cards and/or vehicle decals is subject to penalties under Title 18, USC 499, 506, 701, and 1030.

(b) In the event such keys, PIV Cards, or vehicle decals are not returned, the contractor understands and agrees that the Government may, in addition to any other withholding provision of the contract, withhold \$200.00 for each key PIV Card, and vehicle decal not returned. If the keys, PIV Cards, or vehicle decals are not returned within 30 calendar days from the date the withholding action was initiated, any amount so withheld must be forfeited by the contractor.

(c) Access to aircraft ramp/hangar areas is authorized only to those persons displaying a flight line identification card and for vehicles, a current ramp permit issued pursuant to Title 49, Part 1542, Code of Federal Regulations.

(d) The Government retains the right to inspect inventory, or audit PIV Cards, keys, vehicle decals, and access control cards issued to the contractor in connection with the contract at the convenience of the Government. Any items not accounted for, to the satisfaction of the Government will be assumed to be lost and the provisions of section (b) apply.

(e) Keys must be obtained from the COTR who will require the contractor to sign a receipt for each key obtained. Lost keys, PIV Cards, vehicle decals, and access control cards must immediately be reported concurrently to the Contracting Officer (CO), COTR, and DOT/FAA Attn: Vida Zavich, AIN-400, 800 Independence Ave, SW, Washington, D.C. 20591. Electronic keying cards are handled in the same manner as metal keys.

(f) Each contract employee, during all times of on-site performance at the Washington, D.C. must prominently display his/her current and valid PIV card on the front portion of his/her body between the neck and waist. Each PIV card holder must not affix pins, stickers, or other decorations to the PIV.

(1) Prior to any contractor employee obtaining a PIV Card or vehicle decals, the contract employee is required to report in person to the SSE Registrar or an FAA designated trusted agent for fingerprinting, photographing, and to submit their required investigation forms as described in AMS clause 3.14-2, Contractor Personnel Suitability Requirements. The investigative forms must be submitted to DOT/FAA Attn: Vida Zavich, AIN-400, 800 Independence Ave, SW, Washington, D.C. 20591, by the contractor in a sealed envelope either hand carried by the contractor or sent via U.S. mail to: DOT/FAA Attn: Vida Zavich, AIN-400, 800 Independence Ave, SW, Washington, D.C. 20591. The SSE will review the forms and approve interim suitability prior to the contract employee beginning work. When an interim is granted by the SSE, the individual may begin work under escort until their OPM fingerprint check has been returned and successfully adjudicated. Once the OPM fingerprint check has been successfully adjudicated, they can then be badged. If the contract employee requires a PIV Card, the fingerprint check must be completed and favorably adjudicated by the SSE prior to approval or issuance of the PIV card.

(2) To obtain the PIV Card, contractor employee must submit an identification Card/Credential Application (DOT 1681) signed by the contractor employee and by the authorized trusted agent (when applicable) and also by the authorized sponsor to the CO or to the COTR. The DOT 1681 must contain, as a minimum, under the "Credential Justification" heading, the name of the contractor/company, the contract number or the appropriate acquisition identification number, the expiration date of the contract or the task (whichever is sooner), and the required signatures. The contractor will be notified when the DOT 1681 has been approved and is ready for processing by the DOT/FAA Attn: Vida Zavich, AIN-400, 800 Independence Ave, SW, Washington, D.C. 20591. Arrangements for processing the identification cards, including photographs and lamination can be made by the contacting

(3) The contractor must contact the SSE to obtain the procedures that the contractor's employees must utilize to obtain their PIV Card.

(g) The contractor is responsible for ensuring final out-processing is accomplished for all departing contractor employees. Final out-processing must be accomplished by close of business the final workday of the contractor employee or the next day under special conditions. The SSE must be notified in writing and ensure that all FAA media, including the PIV card, are returned to the SSE.

3.14-5 Sensitive Unclassified Information (SUI) (July 2007)

(a) Sensitive information must be restricted to specific contractors who:

- (1) Have a need "to know" to perform contract tasks;
- (2) Are authorized to receive the SUI;
- (3) Meet personnel suitability security requirements to access sensitive information; and
- (4) Successfully complete a Document Security Notice and SUI Request Form.

(b) The contractor must develop and implement procedures to ensure that sensitive information is handled in accordance with FAA requirements and at a minimum, must address:

- (1) Procedures for distributing, receiving, and retaining signed Document Security Notice and SUI Request Forms from each subsequent recipient of the SUI (to include subcontractors, suppliers, etc.);
- (2) Steps to minimize risk of access by unauthorized persons during business and non-business hours to include storage capability;
- (3) Procedures for safeguarding during electronic transmission (voice, data, fax) mailing or hand carrying;
- (4) Procedures for protecting against co-mingling of information with general contractor data system/files;
- (5) Procedures for marking documents with both the protective marking and the distribution limitation statement as needed;
- (6) Procedures for the reproduction of subject material;
- (7) Procedures for reporting unauthorized access; and
- (8) Procedures for the destruction and/or sanitization of such material.

(c) Federal Technical Data Solutions (FedTeDS): Except for those items noted by the CO, SUI will be made available to offerors through FedTeDS. FedTeDS provides a secure environment for the distribution of SUI information to vendors.

- (1) FedTeDS can be found at www.fedteds.gov.
- (2) Vendors will utilize FedTeDS to download SUI information (to include plans, specifications, equipment specifications, etc.), or the vendor will utilize the site to download a request form to send to the CO for SUI information unavailable in electronic formats.
- (3) Before receiving access to the SUI information or forms, the offeror is required to electronically certify to SUI policy and standards in FedTeDS.
- (4) As FedTeDS uses the Central Contractor Registration (CCR) for a portion of the vendor authentication process, offerors must be successfully registered in CCR (www.ccr.gov) prior to seeking access to SUI through FedTeDS.
- (5) Instructions and guides on usage of FedTeDS can be found at www.fedteds.gov.

NON-PERSONAL SERVICES

The Contractor agrees that this is a non-personal service contract. For the purposes of the contract the Contractor is not, nor must it hold itself out to be, an agent or partner of, or joint venture with, the Government; and that the Contractor must neither supervise, nor accept supervision from, Government employees.

No personal services must be performed under this Contract. No contractor employee will be directly supervised by the Government. All individual contractor assignments and daily work direction must be given by the applicable contractor supervisor. If the contractor believes that any Government action or communication has been given that would create a personal services relationship between the Government and any contractor employee, the contractor must promptly notify the Contracting Officer of this communication or action.

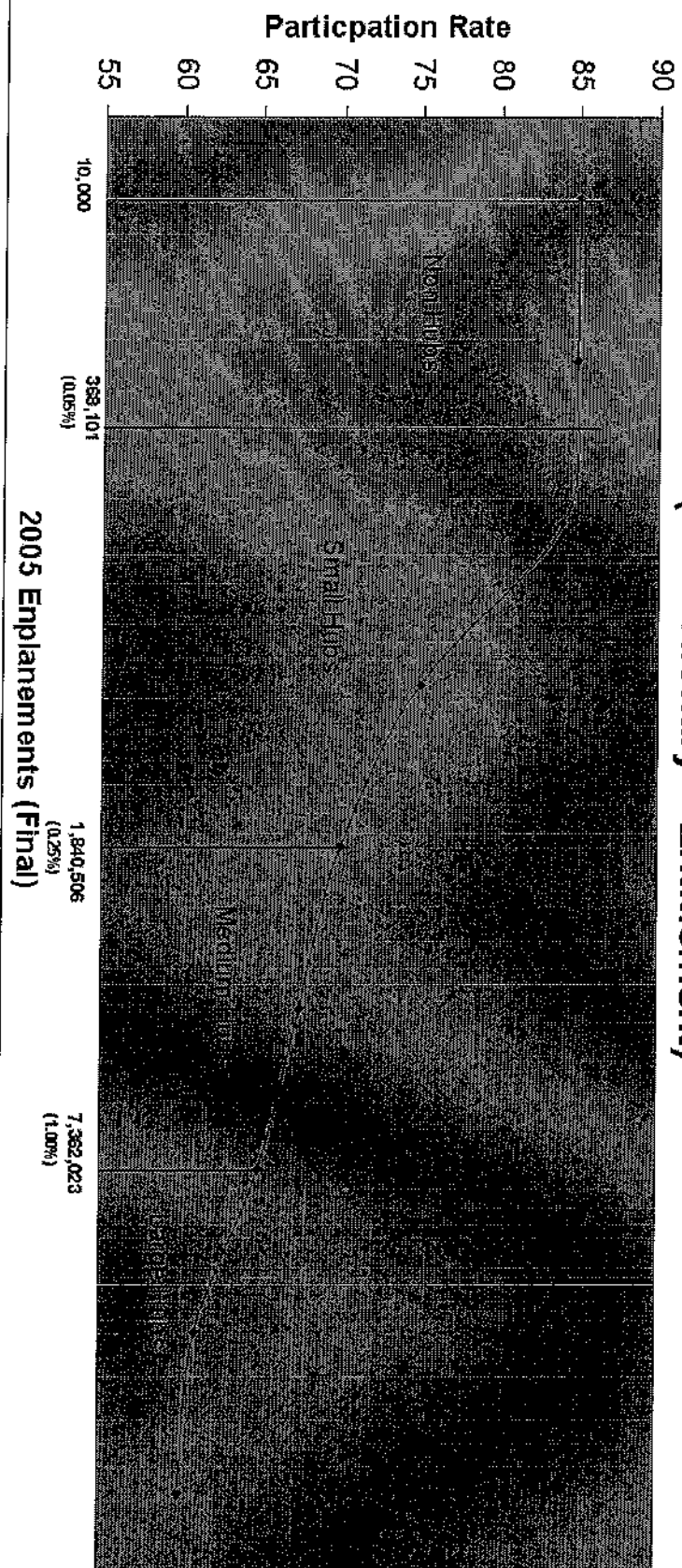
The contractor must not perform any inherently governmental functions under this contract. No contractor employee must hold him or herself out to be a Government employee, agent, or representative. No contractor employee must state orally or in writing at any time that he or she is acting on behalf of the Government. In all communications (including meetings participation) with third parties in connection with this contract, contractor employees must identify themselves as contractor employees and specify the name of the company for which they work. In all communications with other Government contractors in connection with this contract, the contractor employee must state that they have no authority to in anyway change the contract.

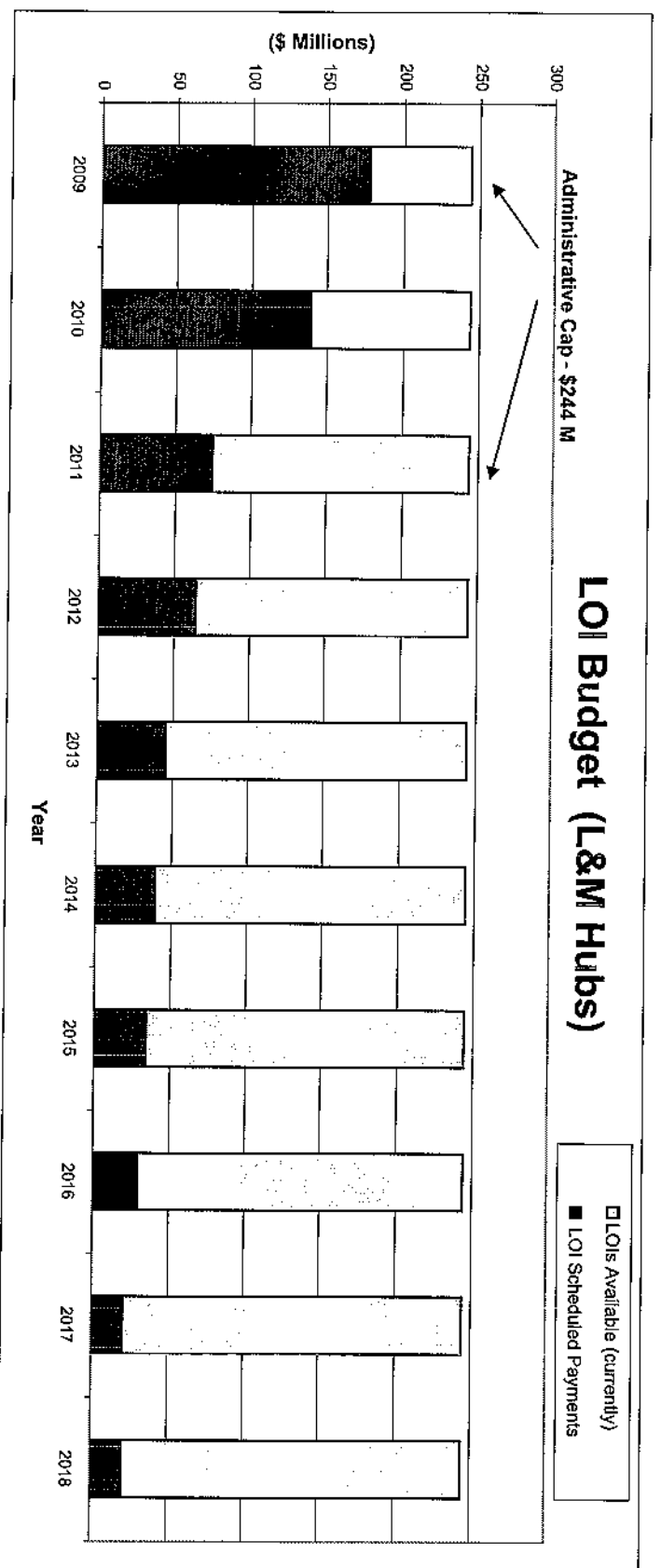
Pursuant to AMS 3.8., the CO may waive this provision to the extent that individual work orders may require Personal Services; provide that the required FAA approvals are obtained prior to the performance of the services.

PART III - SECTION J
LIST OF ATTACHMENTS

1. Attachment A – LOI Maximum Federal Rate of Participation
2. Attachment B – LOI Budget (L & M Hubs)
3. Attachment C – LOI Comparison (1997-2008)
4. Attachment D – Federal Funding Participation – Discretionary Funding
5. Attachment E – Small Hub Discretionary Funding (FY 95 – FY 07)
6. Attachment F – Factors considered determining LOI rates/FAA review of BTR LOI
7. Attachment G – Appendix 29. LOI Application Financial Template
8. Attachment H – Capital Funding Sources – Proposed Action
9. Attachment I – Standardized Reporting on Total Project Costs/Formula-Based Discretionary Offer
10. Attachment J- Total AIP Chart
11. Attachment K – Letter of Intent Guidance

LOI Maximum Federal Rate of Participation (Discretionary + Entitlement)





Notes:

1. Administrative Cap represents 50% of the FY 2007 Capacity / Safety / Security / Noise (CSSN) and Remaining discretionary set-asides
2. FY 2007 AIP set-asides are used for illustrative purposes since FY 2008 AIP data is not available
3. Remaining discretionary set-aside is available for all sized primary and reliever airports so the administrative cap may be overstated
4. FAA will consider current year LOI candidates, LOI amendment requests, and potential future candidates in each years discretionary fund forecast

LOI Comparisons (1997 - 2008)

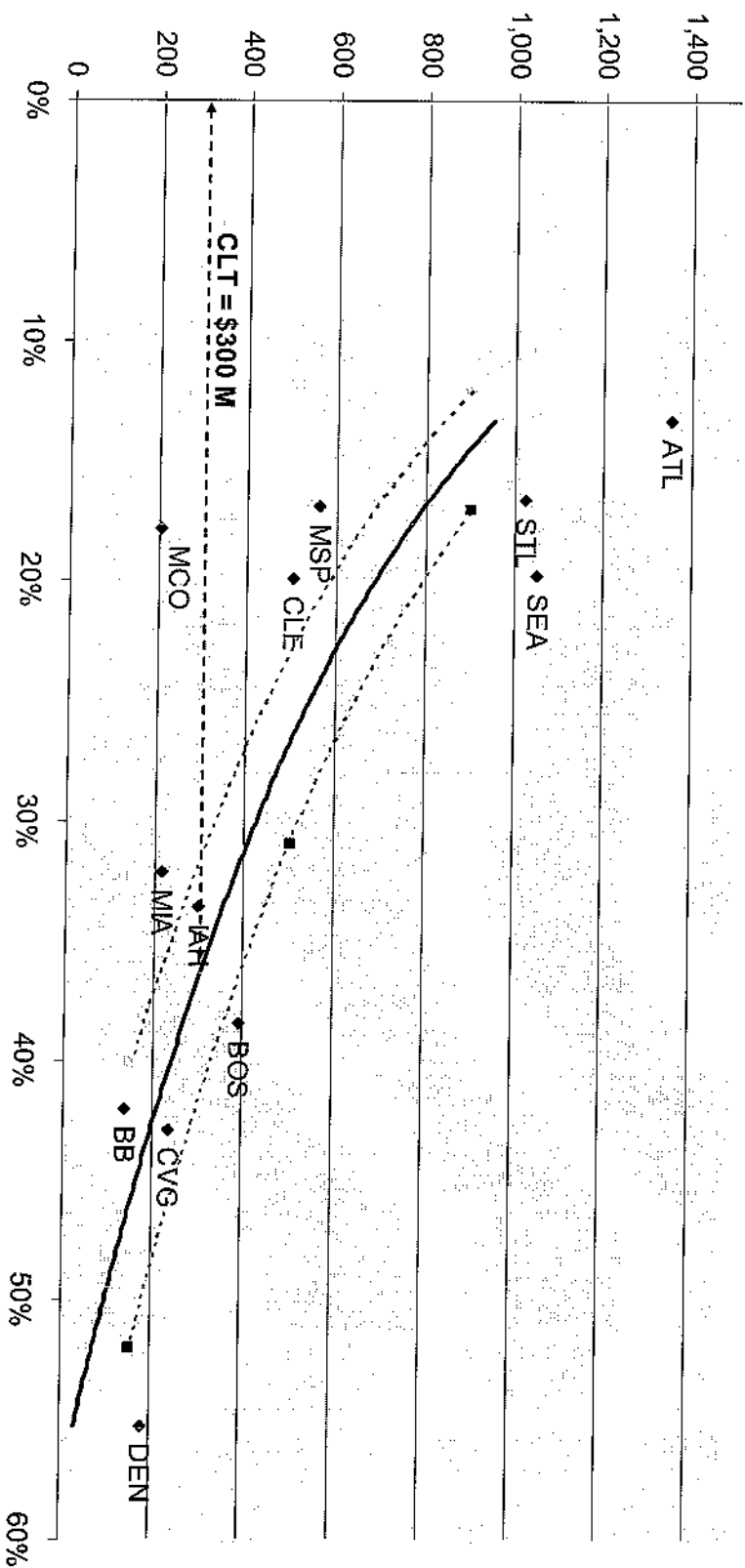
Fiscal Year	Length (Yrs)	Location	State	Description	Entitlement (AP)	Entitlement (LCU)	Discretionary (AP)	Discretionary (LCU)	Discretionary (Total)	Total	Total Project Costs	Fed Rate	Discretionary Rate
2001	5	Bloomington	IL	Runway Extension/Upgrades	0	1,730,238	0	25,157,171	26,157,171	\$ 27,867,409	\$ 31,162,314	89%	84%
2003	11	Hagerstown	MD	Runway Extension	0	10,000,000	0	37,000,000	37,000,000	\$ 47,000,000	\$ 67,654,000	69%	55%
2006	10	Gay/Chicago	IN	Runway Extension	0	10,000,000	0	47,845,000	47,845,000	\$ 84,323,000	\$ 84,323,000	89%	57%
2008	8	St. George	UT	Replacement Airport	2,000,000	8,000,000	24,358,913	82,000,000	106,358,913	\$ 118,359,915	\$ 189,548,310	61%	50%
										\$ 111,002,171	\$ 182,732,409	72%	61%

Year	Length (Yrs)	Location	State	Description	Entitlement (AP)	Entitlement (LCU)	Discretionary (AP)	Discretionary (LCU)	Discretionary (Total)	Total (Federal)	Total Project Costs	Fed Rate	Discretionary Rate
2003	7	Harrisburg	PA	Taxway, Apron	0	0	0	44,280,000	44,280,000	\$ 44,280,000	\$ 62,245,000	68%	68%
1997	5	Northwest Arkansas	AR	New Airport	0	0	33,000,000	29,500,000	62,500,000	\$ 62,500,000	\$ 105,000,000	60%	60%
2000	5	Springfield	MO	Runway Extension	0	12,848,645	0	19,500,000	19,500,000	\$ 32,846,645	\$ 39,950,000	82%	50%
2008	5	Cedar Rapids	IA	Runway Reconstruction	8,258,816	13,657,000	4,881,770	18,000,000	17,881,770	\$ 38,907,565	\$ 46,844,578	83%	38%
2000	5	Baton Rouge	LA	Runway / Taxway Rehab	0	13,500,000	0	15,500,000	15,500,000	\$ 28,100,000	\$ 36,289,474	80%	43%
2000	5	Grand Rapids	MI	Runway Reconstruction	0	15,850,000	0	15,850,000	15,850,000	\$ 31,500,000	\$ 35,000,000	90%	45%
2001	11	Greensboro	NC	New Runway	0	58,551,912	0	50,000,000	50,000,000	\$ 108,551,912	\$ 136,000,000	80%	37%
										\$ 147,921,770	\$ 256,986,143	80%	46%

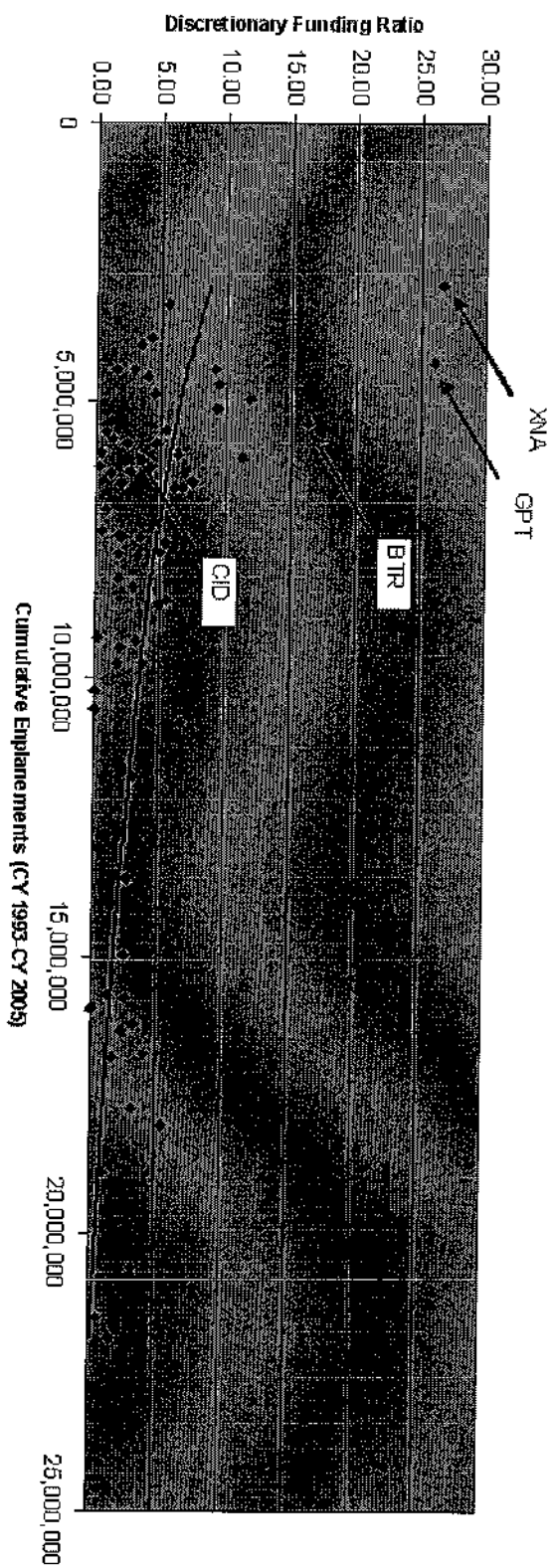
Year	Length (Yrs)	Location	State	Description	Entitlement (AP)	Entitlement (LCU)	Discretionary (AP)	Discretionary (LCU)	Discretionary (Total)	Total	Total Project Costs	Fed Rate	Discretionary Rate
2000	8	Manchester	NH	Runway Extension	0	16,000,000	0	41,700,000	41,700,000	\$ 56,700,000	\$ 65,000,000	87%	84%
2002	12	Anchorage (amended)	AK	Upgrade runway, new taxiway	30,634,000	30,634,000	46,435,000	46,435,000	77,070,000	\$ 77,070,000	\$ 97,723,168	79%	48%
1998	10	Anchorage (amended)	AK	Reconstruct Runway	16,050,000	16,050,000	32,000,000	32,000,000	48,050,000	\$ 48,050,000	\$ 61,400,000	78%	52%
2000	7	Omaha	NE	Runway Extension	12,839,317	12,839,317	20,217,833	20,217,833	33,057,000	\$ 33,057,000	\$ 44,000,000	75%	46%
1999	9	San Jose	CA	Runway Extensions	59,000,000	59,000,000	59,000,000	59,000,000	118,000,000	\$ 118,000,000	\$ 126,000,000	65%	46%
2000	12	Cleveland	OH	New Runway	48,000,000	48,000,000	133,975,000	133,975,000	181,975,000	\$ 181,975,000	\$ 503,000,000	36%	27%
1998	14	St. Louis	MO	New Runway	48,434,000	48,434,000	35,000,000	35,000,000	83,434,000	\$ 83,434,000	\$ 984,000,000	23%	18%
2003	8	Columbus	OH	Crossover Taxiway	0	0	35,300,000	35,300,000	35,300,000	\$ 35,300,000	\$ 47,608,000	74%	74%
1998	10	Fort Myers	FL	Taxiway/Apron	0	0	35,000,000	35,000,000	35,000,000	\$ 35,000,000	\$ 54,700,000	64%	64%
2001	10	Indianapolis	IN	Terminal Aprons, Taxiways	50,300,771	50,300,771	70,500,000	70,500,000	120,800,771	\$ 120,800,771	\$ 221,000,000	55%	32%
2000	10	Memphis	TN	New Taxiway	0	0	75,394,000	75,394,000	75,394,000	\$ 75,394,000	\$ 154,000,000	49%	49%
										\$ 727,922,883	\$ 871,180,771	41%	31%

Year	Length (Yrs)	Location	State	Description	Entitlement (AP)	Entitlement (LCU)	Discretionary (AP)	Discretionary (LCU)	Discretionary (Total)	Total	Total Project Costs	Fed Rate	Discretionary Rate
2002	3	Denver	CO	New Runway	25,532,000	6,500,000	79,418,000	58,000,000	90,313,000	\$ 123,345,000	\$ 179,284,000	69%	50%
2004	8	Boston	MA	New Runway	33,000,000	33,000,000	68,000,000	68,000,000	91,000,000	\$ 91,000,000	\$ 138,000,000	66%	42%
2000	10	Houston	TX	New Runway	93,024,000	93,024,000	100,000,000	100,000,000	193,024,000	\$ 193,024,000	\$ 298,000,000	65%	34%
2006	7	Charlotte	NC	New Runway	54,454,030	44,151,013	5,298,536	80,000,000	85,298,536	\$ 183,903,879	\$ 300,110,000	61%	28%
2001	10	Cincinnati	KY	New Runway	31,899,880	31,899,880	100,000,000	100,000,000	131,899,880	\$ 131,899,880	\$ 233,000,000	57%	43%
1999	10	Orlando	FL	New Runway	18,114,775	37,560,000	15,986,186	36,120,000	52,085,186	\$ 107,760,961	\$ 203,000,000	53%	26%
2006	11	Miami	FL	New Runway	6,336,481	50,220,000	0	69,040,000	69,040,000	\$ 110,976,481	\$ 215,000,000	52%	32%
1999	11	Washington-Dallas	VA	New Runway	0	0	22,009,685	150,000,000	150,000,000	\$ 200,220,000	\$ 390,000,000	51%	38%
1989	11	Dallas/Ft Worth	TX	Runway Extensions	837,874	53,500,000	0	184,545,000	206,555,886	\$ 201,283,566	\$ 1,129,000,000	27%	18%
1999	12	Minneapolis	MN	New Runway	14,000,000	0	0	95,000,000	95,000,000	\$ 109,000,000	\$ 553,000,000	19%	13%
1987	10	Atlanta	GA	New Runway	61,000,000	0	0	179,000,000	179,000,000	\$ 240,000,000	\$ 503,000,000	18%	17%
2006	15	Chicago O'Hare	IL	New Runways	0	37,200,000	5,000,000	300,000,000	305,000,000	\$ 342,200,000	\$ 2,890,000,000	13%	12%
2000	6	Baltimore	MD	Terminal Aprons, Taxiways	12,422,043	0	0	25,680,528	25,680,528	\$ 38,112,571	\$ 50,616,767	75%	51%
2006	5	Atlanta	GA	End Around Taxiway	0	0	0	28,000,000	28,000,000	\$ 26,000,000	\$ 42,033,000	62%	32%
1998	10	Orlando	FL	Crossfield Taxiway	3,800,000	17,425,354	4,600,000	20,000,000	24,600,000	\$ 45,825,354	\$ 76,000,000	60%	32%
1998	7	Salt Lake City	UT	Terminal Aprons, Taxiways	0	0	0	50,000,000	50,000,000	\$ 50,000,000	\$ 127,085,000	39%	39%
										\$ 1,686,224,238	\$ 2,344,001,666	29%	21%

Federal Funding Participation - Discretionary Funding



Small Hub Discretionary Funding (FY 95-FY 07)



Attachment F

Factors considered when determining LOI amounts	FAA review of BTR LOI
Maximum Funding Rates (entitlement + discretionary)	85% Maximum for small hub airports with approx. 500,000 enplanements.
Entitlement funds pledged?	High Positive. Entitlements pledged throughout LOI cycle except for 2008 which is tied up in RSA improvements.
PFC contributions?	Low negative. PFC's are tied up in terminal building work.
Other local airport funds contributions?	Medium Negative. Only State of Louisiana matching funds were identified.
Airport financing?	High positive. A primary purpose of the LOI program is to allow sponsors to seek innovative financing options with the backing of an LOI. BTR financing is pending LOI approval.
Historic discretionary funding	High negative. Only 2 (Northwest Arkansas and Gulfport, MS) out of 69 small hub airports have higher historic discretionary ratios (cumulative discretionary funds vs. cumulative enplanements, 1995-2007). See attached chart.
Historic LOI awards for similar airports and projects	Reducing the LOI offer to 83% (total) and 45% (discretionary) is in line with other LOIs.
LOI budget availability	Proposed pay schedule is in compliance with LOI budget projection for small hubs.

Attachment H

Capital Funding Sources - Proposed Action														
	Totals	as %	Prior Years	FFY-2006	FFY-2007	FFY-2008	FFY-2009	FFY-2010	FFY-2011	FFY-2012	FFY-2013	FFY-2014	FFY-2015	FFY-2016
Federal and State Grants														
17. Endowments - Grants Awarded	\$0	n/a												
18. Endowments - Future Grants	0	n/a												
19. Uncertainty - LDI Request	0	n/a												
20. Uncertainty - Other - Awarded	0	n/a												
21. Uncertainty - Other - Future Grants	0	n/a												
22. Uncertainty - Noise - Awarded	0	n/a												
23. Uncertainty - Noise - Future Grants	0	n/a												
24. State Apportionment - Future Grants	0	n/a												
25. State Apportionment - Grants Awarded	0	n/a												
26. Other Federal (non-AIP) - Grants Awarded	0	n/a												
27. Other Federal (non-AIP) - Future Grants	0	n/a												
28. State - Grants Awarded	0	n/a												
29. State - Future Grants	0	n/a												
Subtotal - Federal/State Grants	\$0	n/a		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Passenger Facility Charges														
30. PFCs - \$3.00 Application Approved	\$0	n/a												
31. PFCs - \$3.00 Application Submitted	0	n/a												
32. PFCs - \$3.00 Future Application(s)	0	n/a												
33. PFCs - \$4.50 Application Approved	0	n/a												
34. PFCs - \$4.50 Application Submitted	0	n/a												
35. PFCs - \$4.50 Future Application(s)	0	n/a												
36. PFCs - Future Level (Assumed level)	0	n/a												
Subtotal - PFCs	\$0	n/a		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Debt														
37. Revenue Bonds - Mill Approved	\$0	n/a												
38. Revenue Bonds - Mill pending	0	n/a												
39. General Obligation - Authority in Place	0	n/a												
40. General Obligation - Authority Pending	0	n/a												
41. Other Debt - Authority in Place	0	n/a												
42. Other Debt - Authority Pending	0	n/a												
Subtotal - Debt	\$0	n/a		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Airport Funds														
43. Airport Funds	\$0	n/a												
44. Transit or Third-Party Funds	\$0	n/a												
Total All Funding Sources	\$0	n/a		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Cumulative Sources	\$0	n/a		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Unmet Funding Needs:														
Totals	\$0		Prior Years	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016

Year	Length (Yrs)	Location	State	Hub	CY 2005 Boardings (1,000s)	Description	Disc. (\$M)	Ent. (\$M)	Total Federal (\$M)	Total Project Costs (\$M)	Fed Rate	Discretionary Rate	Total Costs (Source)	Date (Source)
1997	10	Atlanta	GA	Large	10,802	New Runway	50	-	50	994	5%	5%		
1997	18	Seattle	WA	Large	36,720	New Runway	305	37	342	2,600	13%	12%	LOI amendment	3/6/04
1998	7	Salt Lake City	UT	Large	42,403	Terminal Aprons, Taxiways	179	-	179	1,350	13%	13%		
1998	12	St Louis	MO	Med	6,847	New Runway	145	48	181	984	19%	15%		
1998	10	Orlando	FL	Large	14,360	Crossfield Taxiway	185	94	278	1,129	25%	16%		
1999	12	Minneapolis	MN	Large	17,972	New Runway	95	-	95	563	17%	17%		
1999	10	Orlando	FL	Large	16,592	New Runway	36	38	74	203	38%	18%		
1999	11	Miami	FL	Large	16,592	New Runway	20	17	37	76	49%	26%		
1999	11	Dallas/Ft Worth	TX	Large	9,828	Runway Extensions	26	12	38	86	44%	30%		
2000	5	Baltimore	MD	Large	14,010	Terminal Aprons, Taxiways	74	93	167	245	68%	30%		
2000	10	Houston	TX	Large	15,093	New Runway	66	35	101	215	47%	31%		
2001	10	Cincinnati	KY	Large	19,032	New Runway	100	93	193	288	65%	34%		
2002	3	Denver	CO	Large	13,093	New Runway	150	50	200	390	51%	38%		
2004	8	Boston	MA	Large	13,215	New Runway	58	33	91	138	66%	42%	LOI Template	3/31/02
2006	15	Chicago O'Hare	IL	Large	11,277	2 Runways & 1 Extension	100	32	132	233	57%	43%	BCA (Table A-1)	8/27/05
2006	7	Charlotte	NC	Large	28,079	New Runway	50	-	50	99	50%	50%	LOI application	8/7/06
2006	11	Washington-Dulles	VA	Large	20,800	New Runway	98	33	132	180	73%	55%		
2006	5	Atlanta	GA	Large	42,403	End Around Taxiway	26	-	26	42	82%	82%		
							\$1,763		\$2,377	\$ 9,825	24%	18%		

Attachment J

Source	Date	Total Cost (\$M)	Total AIP (\$M)
BCA/LOI Documentation	10/1/2003	138	91
OEP Report Date	1/31/2005	118	90
OEP Report Date	10/31/2005	138	91
OEP Report Date	8/3/2006	81	61
FAA Flight Plan Notes	12/27/2006	81	Not mentioned
Boston Globe	1/5/2007	110	Not mentioned

Letter of Intent Guidance

Contractor's level of effort will be limited to the following:

Hour Estimate												
	Principal		Principal		Senior		Associate		Associate		Analyst	
	Consultant	Associate	Associate	Associate	Associate	Associate	Associate	Associate	Associate	Associate	Associate	Associate
Task 1	4	0	0	0	4	24	0	0	0	0	0	0
Task 2	40	0	0	0	40	112	0	0	0	0	0	0
Task 3	4	0	0	0	4	24	0	0	0	0	0	0
Task 4	4	0	0	0	4	32	0	0	0	0	0	0
Total	52	0	0	0	52	192	0	0	0	0	0	0
Total Labor												
												296

Cost Estimate												
	Principal		Principal		Senior		Associate		Associate		Analyst	
	Consultant	Associate	Associate	Associate	Associate	Associate	Associate	Associate	Associate	Associate	Associate	Associate
Task 1	\$925	\$0	\$0	\$0	\$722	\$3,087	\$0	\$0	\$0	\$0	\$0	\$0
Task 2	\$9,254	\$0	\$0	\$0	\$7,219	\$14,408	\$0	\$0	\$0	\$0	\$0	\$0
Task 3	\$925	\$0	\$0	\$0	\$722	\$3,087	\$0	\$0	\$0	\$0	\$0	\$0
Task 4	\$925	\$0	\$0	\$0	\$722	\$4,116	\$0	\$0	\$0	\$0	\$0	\$0
Total	\$12,031	\$0	\$0	\$0	\$9,385	\$24,699	\$0	\$0	\$0	\$0	\$0	\$0
												Total Labor
												\$4,735
												\$30,881
												\$4,735
												\$5,764
												\$46,115
												Travel & Communications
												\$379
												\$2,471
												\$379
												\$461
												\$3,689
												Total Cost
												\$5,113
												\$33,352
												\$5,113
												\$6,225
												\$49,804

Fully Loaded Hourly Rates (2005 rates)

	Principal		Principal		Senior		Associate		Associate		Analyst	
	Consultant	Associate	Associate	Associate	Associate	Associate	Associate	Associate	Associate	Associate	Associate	Associate
Task 1	231.36	220.8	211.2	180.48	128.64	100.8	100.8	75.84	75.84	75.84	75.84	75.84

Prepared by the Federal Aviation Administration

\\arp-wa008\user\DWaish\LOI\Guidance\LOI learn 10-07\Feb 06\Attach K LOI Review - Cost Estimate.xls\$Sheet1

DRAFT
02/19/08

PART IV - SECTION K
REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

3.1-1 Clauses and Provisions Incorporated by Reference (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at: <http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

3.1.7-4 Organizational Conflict of Interest SIR Provision (March 2006)

3.2.5-2 Independent Price Determination (October 1996)

3.6.3-10 Certification of Toxic Chemical Release Reporting (August 1998)

3.2.2.3-10 Type of Business Organization (July 2004)

By checking the applicable box, the offeror (you) represents that--

(a) You operate as ☐ a corporation incorporated under the laws of the State of _____, ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture or ☐ other _____ [specify what type of organization].

(b) If you are a foreign entity, you operate as ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture, or ☐ a corporation, registered for business in _____ (country).

3.2.2.3-15 Authorized Negotiators (July 2004)

The offeror states that the following persons are authorized to negotiate on your behalf with the FAA in connection with this offer:

Name: _____

Title: _____

Phone number: _____

3.2.2.3-70 Taxpayer Identification (July 2004)

(a) Definitions.

(1) "Common parent," as used in this clause, means a corporate entity that owns or controls an affiliated group of corporations that files an offeror's (you, your) Federal income tax returns on a consolidated basis, and of which you are a member.

(2) "Corporate status," as used in this clause, means a designation as to whether you are a corporate entity, an unincorporated entity (for example, sole proprietorship or partnership), or a corporation providing medical and health care services.

(3) "Taxpayer Identification Number (TIN)," as used in this clause, means the number the Internal Revenue Service (IRS) requires you use in reporting income tax and other returns.

(b) All offerors must submit the information required in paragraphs (c) through (e) of this provision to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by IRS. The FAA will use this information to collect and report on any delinquent amounts arising out of your relation with the Federal Government, under Public Law 104 -134, the Debt Collection Improvement Act of 1996, Section 31001(I)(3). If the resulting contract is subject to the reporting requirements and you refuse or fail to provide the information, the Contracting Officer (CO) may reduce your payments 31 percent under the contract.

(c) Taxpayer Identification Number (TIN).

☐ TIN: _____

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not leave income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal, state, or local government;

☐ Other--State basis. _____.

(d) Corporate Status.

☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

☐ Other corporate entity

☐ Not a corporate entity

☐ Sole proprietorship

☐ Partnership

☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

☐ A common parent does not own or control the offeror as defined in paragraph (a).

☐ Name and TIN of common parent:

Name _____

TIN _____

3.2.2.7-7 Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (April 1996)

(a) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐ within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or

subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has ☐ has not ☐ within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

'Principals,' for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this SIR. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this SIR for default.

3.3.1-35 Certification of Registration in Central Contractor Registration (CCR) (April 2006)

In accordance with Clause 3.3.1-33, Central Contractor Registration, offeror certifies that they are registered in the CCR Database and have entered all mandatory information including the DUNS or DUNS+4 Number.

Name: _____

Title: _____

Phone Number: _____

3.6.2-38 Certification of Knowledge Regarding Child Labor End Products (July 2007)

(a) Definition.

"Forced or indentured child labor," as used in this clause, means all work or service:

- (i) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer itself voluntarily; or
- (ii) Performed by any person under the age of 18 pursuant to a contract, the enforcement of which can be accomplished by process or penalties.

(b) Listed End Products. The following end product(s) being acquired under this solicitation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin. There is a reasonable basis that the listed end products from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.

Listed End Product	Listed Countries of Origin
_____	_____
_____	_____
_____	_____

(c) Certification. The FAA will not make award to an offeror unless the offeror, by checking the appropriate block, certifies to either paragraph (c)(1) or (c)(2) of this provision.

☐ (1) The offeror will not supply any end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in a corresponding country as listed for that end product.

☐ (2) The offeror may supply an end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product, and the offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture that end product.

3.6.3-1 Clean Air and Water Certification (April 2000)

The Offerors signature on this contract constitutes an affirmative attestation that:

(a) Any facility to be used in the performance of this contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;

(b) The Offeror will immediately notify the Contracting Officer, of the receipt of any communication from the Administrator, or a designee, of the EPA, indicating that any facility that the Offeror uses for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and

(c) The Offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

3.6.3-11 Toxic Chemical Release Reporting (August 1998)

(a) Unless otherwise exempt, the Contractor, as owner or operator of a facility used in the performance of this contract, shall file by July 1 for the prior calendar year an annual Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023(a) and (g)), and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106). The Contractor shall file, for each facility

subject to the Form R filing and reporting requirements, the annual Form R throughout the life of the contract.

(b) A Contractor owned or operated facility used in the performance of this contract is exempt from the requirement to file an annual Form R if--

(1) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

(2) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

(3) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

(4) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 or;

(5) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

(c) If the Contractor has certified to an exemption in accordance with one or more of the criteria in paragraph (b) of this clause, and after award of the contract circumstances change so that any of its owned or operated facilities used in the performance of this contract is no longer exempt--

(1) The Contractor shall notify the Contracting Officer; and

(2) The Contractor, as owner or operator of a facility used in the performance of this contract that is no longer exempt, shall--

(i) Submit a Toxic Chemical Release Inventory Form (Form R) on or before July 1 for the prior calendar year during which the facility becomes eligible; and

(ii) Continue to file the annual Form R for the life of the contract for such facility.

(d) The Contracting Officer may terminate this contract or take other action as appropriate, if the Contractor fails to comply accurately and fully with the EPCRA and PPA toxic chemical release filing and reporting requirements.

(e) Except for acquisitions of commercial items shall--

(1) For competitive subcontracts expected to exceed \$100,000 (including all options), include a solicitation provision substantially the same as the provision entitled Certification of Toxic Chemical Release Reporting; and

(2) Include in any resultant subcontract exceeding \$100,000 (including all options), the substance of this clause, except this paragraph (e).

3.13-4 Contractor Identification Number/Data Universal Numbering System (DUNS) Number (April 2006)

(a) Definitions. As used in this clause

"Contractor Identification Number," as used in this provision, means "Data Universal Numbering System (DUNS) number, which is a nine-digit number assigned by Dun and Bradstreet Information Services, to identify unique business entities (taken from CCR clause)

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer.

(b) Contractor identification is essential for receiving payment and complying with statutory contract reporting requirements. Therefore, the offeror shall provide its DUNS or DUNS+4 number below. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

DUNS OR DUNS+4 NUMBERS: _____

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com/>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if different from physical street address).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

PART IV - SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

3.1-1 Clauses and Provisions Incorporated by Reference (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:

<http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

- 3.2.2.3-1 False Statements in Offers (July 2004)**
- 3.2.2.3-12 Amendments to Screening Information Requests (July 2004)**
- 3.2.2.3-14 Late Submissions, Modifications, and Withdrawals of Submittals (July 2004)**
- 3.2.2.3-16 Restricting, Disclosing and Using Data (July 2004)**
- 3.2.2.3-19 Contract Award (July 2004)**
- 3.9.1-3 Protest (November 2002)**

AS A CONDITION OF SUBMITTING AN OFFER OR RESPONSE TO THIS SIR (OR OTHER SOLICITATION, IF APPROPRIATE), THE OFFEROR OR POTENTIAL OFFEROR AGREES TO BE BOUND BY THE FOLLOWING PROVISIONS RELATING TO PROTESTS:

(a) Protests concerning Federal Aviation Administration Screening Information Requests (SIRs) or awards of contracts shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A protestor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) Offerors initially should attempt to resolve any issues concerning potential protests with the Contracting Officer. The Contracting Officer should make reasonable efforts to answer questions promptly and completely, and, where possible, to resolve concerns or controversies. The protest time limitations, however, will not be extended by attempts to resolve a potential protest with the Contracting Officer.

(c) The filing of a protest with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile. A protest is considered to be filed on the date it is received by the ODRA.

(d) Only an interested party may file a protest. An interested party is one whose direct economic interest has been or would be affected by the award or failure to award an FAA contract. Proposed subcontractors are not "interested parties" within this definition.

(e) A written protest must be filed with the ODRA within the times set forth below, or the protest shall be dismissed as untimely:

(1) Protests based upon alleged improprieties in a solicitation or a SIR that are apparent prior to bid opening or the time set for receipt of initial proposals shall be filed prior to bid opening or the time set for the receipt of initial proposals.

(2) In procurements where proposals are requested, alleged improprieties that do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested not later than the next closing time for receipt of proposals following the incorporation.

(3) For protests other than those related to alleged solicitation improprieties, the protest must be filed on the later of the following two dates:

(i) Not later than seven (7) business days after the date the protester knew or should have known of the grounds for the protest; or

(ii) If the protester has requested a post-award debriefing from the FAA Product Team, not later than five (5) business days after the date on which the Product Team holds that debriefing.

(f) Protests shall be filed at:

- (1) Office of Dispute Resolution for Acquisition, AGC-70,
Federal Aviation Administration,
800 Independence Ave., S.W.,
Room 323,
Washington, DC 20591,

Telephone: (202) 267-3290,
Facsimile: (202) 267-3720; or

- (2) other address as specified in 14 CFR Part 17.

(g) At the same time as filing the protest with the ODRA, the protester shall serve a copy of the protest on the Contracting Officer and any other official designated in the SIR for receipt of protests by means reasonably calculated to be received by the Contracting Officer on the same day as it is to be received by the ODRA. The protest shall include a signed statement from the protester, certifying to the ODRA the manner of service, date, and time when a copy of the protest was served on the Contracting Officer and other designated official(s).

(h) Additional information and guidance about the ODRA dispute resolution process for protests can be found on the ODRA Website at <http://www.faa.gov>.

INSTRUCTIONS FOR SUBMISSION OF PROPOSALS

The Technical Proposal must consist of three sections:

Section 1 – Demonstrate Experience in Infrastructure Financing: To the extent possible, Offeror shall provide evidence of knowledge and/or experience with the evaluation of infrastructure financing per the SOW.

Section 2 – Past Performance : The offeror shall to the best extent possible provide a description of past experience in the use of economic and operational data, computer-based evaluation tools, and analytical and numerical techniques to develop financial evaluation criteria.

Each offeror is to include a list of references for not more than 3 of the offeror's contracts for similar effort of comparable size, complexity and scope where performance occurred during the last three years. The offeror must include for each such contract the following information: contract type, period of performance, contract dollar value, customer point-of-contact and telephone number, description of products or services provided, and whether the offeror was a prime or subcontractor. Additionally, the offeror must include a customer survey (see attachment J.1) for each such contract which must be submitted to the FAA Contract Specialist by the customer point-of-contact the proposal due date specified in Section L.12.

Section 3 – Key Personnel: The offeror shall provide personnel that can perform the contract services effectively. A resume explaining relevant experience shall be submitted for each individual proposed in each labor category.

Price Proposal: Complete proposed pricing in Section B and representations and certifications in Section K

The offeror must submit a technical proposal containing the information as follows. The information shall not exceed 15 pages excluding the resumes.

Technical Approach – The offeror must submit technical experience with FAA and/or government contracts limiting the discussion to those contracts with conference planning for events larger than 50 people with focus on conferences exceeding 500 people. The description shall include for each example the planning performed leading up to the conference, registrations, actual performance during the conference and post conference activities. The offeror must also describe their understanding of certain government conference contract restrictions when it comes to food and beverage, meeting space reservations, and obligating the government.

Personnel – The offeror must provide personnel meeting the minimum requirements of the contract. The offeror must provide personnel with resumes meeting these requirements.

Past Performance – The offeror must provide government contracting experience which demonstrates the ability to successfully perform under this contract. This section deals with the ability to perform the administrative functions of the contract such as invoicing, travel requests, etc. The offeror must include recent experience within the past 5 years and reference contract number(s) as well as contract value(s) and conference size. Also include information as to if the offeror was the primary contractor to the government or a subcontractor. This section shall also describe experience the offeror has in mitigating risk to the government such as adjusting conferences to changing government requirements.

L.2 PROPOSAL SUBMISSION

The due date for receipt of proposals for this effort is no later than 12:00 noon Eastern Standard Time on **September 19, 2008**. Proposals shall be submitted to the Contract Specialist by one of the following methods:

- 1) Faxed to Princess Cannon (202) 267-5142;
- 2) Emailed to Princess.Cannon@faa.gov
- 3) FedEx (or other overnight deliver due to delay in regular mail) to or hand deliver three copies to:

Federal Aviation Administration
Attn: Princess Cannon, AJA-482
Room 402
800 Independence Ave. SW
Washington, DC 20591

L.3 SUBMISSION OF QUESTIONS

Any questions regarding this solicitation must be provided in writing to Princess Cannon via E-mail at Princess.Cannon@faa.gov or fax at (202) 493-4356.

PART IV - SECTION M EVALUATION FACTORS FOR AWARD

M.1 AWARD SELECTION

FAA will select for contract award the proposal that provides the best value to the agency. Best value is defined as the offer that presents the most advantageous solution to the FAA's requirement. In making this determination, the technical evaluation will be more important than the price. FAA will make trade-offs between these factors and is not confined to making award to either the Offeror submitting the highest-rated technical proposal or the lowest-priced proposal. However, as the assessment of technical proposals becomes closer among Offerors, price will become a more important consideration.

The technical evaluation team (TET) must conduct an evaluation of the offeror's proposal, which will consist of the evaluation of offerors' responses to the following three areas (Management Capability, Demonstratable Experience In Infrastructure Financing Evaluation, and Past Performance, and Key Personnel Using Financial Information and Tools) as further described below and as depicted in Section M of the SIR:

Section 1 – Demonstratable Experience in Infrastructure Financing Evaluation Management Capability (50%): The offeror must provide evidence of substantial knowledge and/or experience with the evaluation of infrastructure financing per the SOW (Section C.2xx),

Section 2 – Past Performance, Using Financial Information and Tools (50%): The offeror must provide a description of past experience in the use of economic and operational data, computer-based evaluation tools, and analytical and numerical techniques to develop financial evaluation criteria.

Each offeror is to include a list of references for not more than 3 of the offeror's contracts for similar effort of comparable size, complexity and scope where performance occurred during the last three years. The offeror must include for each such contract the following information: contract type, period of performance, contract dollar value, customer point-of-contact and telephone number, description of products or services provided, and whether the offeror was a prime or subcontractor. Additionally, the offeror must include a customer survey (see attachment J.1) for each such contract which must be submitted to the FAA Contract Specialist by the customer point-of-contact the proposal due date specified in Section L.12.

The offeror's proposal shall be divided into two sections: (1) past performance and (2) technical qualifications/capability. The length of the past performance should be no more than 5 pages. The length of the technical section shall be no more than 10 pages. The length of the resumes should be no more than two pages per person. The proposal should be written and organized so as to be compatible with the Requirements, company's organization and organizational structure, and proposed SOW costs. **The proposal should contain information sufficient to evaluate in accordance with the evaluation factors in M.1 "Evaluation Factors" listed in Section – "M" of this contract.**

M.2.2 Technical Evaluation Rating Definitions

Technical Rating Definitions (other than past performance)

<u>General Description</u>		Description and Definition
<u>Rating Range</u>		
5	Excellent	Proposal demonstrates/indicates elements that exceed the Government's requirements. Several strengths are identified and are presented as beneficial to the Government.
3	Acceptable	Proposal is responsive to the requirement and meets, but does not exceed, the specified requirements. Few strengths and minor deficiencies are identified.
1	Unacceptable	Proposal fails to meet minimum requirements and has significant deficiencies identified.

Past Performance Rating Definitions

<u>Rating Range</u>		
5	Excellent	Performance significantly exceeded minimal technical requirements and met all other contract requirements. Areas in which performance was exceptional could include: early deliveries; creative approach, innovative technology; effective management and administration; commitment to quality and customer satisfaction.
3	Good	Performance met or exceeded all contract or task requirements and exceeded minimal requirements in some areas. No exceptional strengths, features or innovations. No problem with quality, timeliness or cost issues. Management was responsive.
1	Poor	Performance failed to satisfy the minimum contract or task requirements, technical or otherwise. Areas of deficiency could include, but are not limited to: failure to meet schedules; failure to adequately estimate or control costs; inadequate staffing; lack of cooperation and responsiveness.
N/A=Not applicable		Survey criteria not applicable to this contract or task.

The score will be multiplied by the weight of each factor to determine the contractors **TOTAL WEIGHTED SCORE** as follows:

Document Management Services				
Evaluation Factor	Score	X	Weight	= Weighted Score
Factor 1			50%	
Factor 2			50%	